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# The Solicitors' Journal and Reporter.

LONDON, DECEMBER 7, 1889.

## CURRENT TOPICS.

THE COURT OF APPEAL No. 2 is well abreast with its work. There were 71 appeals in the paper at the commencement of the sittings; 17 have been subsequently set down; 49 appeals have been disposed of, and 39 remain for hearing. Court of Appeal No. 1 is still further advanced, only about 20 appeals remaining to be disposed of.

MR. JUSTICE KAY, in his observations on the swearing of affidavits by commissioners to take oaths, probably overlooked the fact that there are officers of the Central Office before whom affidavits are sworn (R. S. C., ord. 61, r. 5), and certainly could not have been aware of the ordinary practice on such occasions. If he makes inquiry, we believe he will find that the affidavit is presented ready signed, and that the deponent is asked, "Is this your name and handwriting? You swear the contents of this your affidavit to be true—so help you," &c. The only other questions asked are, "Are there any alterations to be initialled; are there any exhibits?"

WE LEARN that the case of *Rees v. Terrell*, to which we referred last week (*ante*, p. 72), has now been decided. It will be remembered that the point involved, which was one of considerable importance to solicitors, was whether a solicitor, whose name and address are indorsed on a plaint in a lithographed form, sufficiently complies with ord. 6, r. 10, of the County Court Rules, 1889, which provides that the plaintiff's solicitor "shall indorse on the particulars his name or firm and place of business . . . otherwise the costs of entering the plaint by the solicitor shall not be allowed." The court (Lord COLERIDGE, C.J., and MATHEW, J.) reluctantly held that the mode of indorsement adopted did not fulfil the requirements of the above rule, and that the "signature" of the solicitor was essential. As we have already pointed out (*ante*, p. 72), others besides solicitors will be affected by this decision, and notably overseers and revising barristers, who are frequently in the habit of having their signatures stamped by clerks on lists which they are directed to sign. We hope to obtain a report of the decision hereafter.

THE DICTUM of Mr. Justice KAY in the case of *Bourke v. Davis*, that commissioners to administer oaths ought to satisfy themselves in every case that the deponents thoroughly understand the contents of the affidavits to which they are about to swear, will be a surprise to most commissioners. A fee of 1s. 6d. is prescribed to be taken by the commissioner, and it is absurd to expect that for this a commissioner should be required to read over a long affidavit. It does not seem that it appeared to the Rule Committee of Judges that this serious burden should be imposed upon solicitors, because in the Rules of the Supreme Court the only cases in which it is provided that a commissioner should satisfy himself that the deponents knew what they were swearing to are where they are illiterate or blind. Where, as in the case of married women acknowledged

ing deeds, it is the duty of the solicitor to ascertain that the persons know what they are doing, an adequate fee is provided, and until a proper fee is fixed for taking affidavits, including the reading them over to the deponents, we do not see the justice of expecting commissioners to take upon themselves that onerous duty voluntarily. In Ireland the commissioner has to state in the jurat that he knows the deponent, and this would probably be some guarantee that he was satisfied that the person swearing knew the contents of the affidavit to which he was about to depose; but this practice would not be found convenient in London, and if a person can write his name the commissioner cannot very well assume that he is illiterate. The cases quoted by Mr. Justice KAY, with regard to affidavits sworn before the solicitors in the action or their clerks, have no bearing on the point, as in such cases the commissioners are interested persons.

THE ARTICLE by Master T. W. ERLE on Receiverships in the Queen's Bench Division, which we printed last week, has attracted wide attention, and, if rumours which reach us are correct, is likely to lead to a revision of the present practice. Meanwhile a correspondent of much practical experience sends us the following suggestions:—Premising, he says, that receiverships in the Queen's Bench Division are, in nearly every instance, in satisfaction of a judgment debt, which debt rarely exceeds £300, it is suggested that a very considerable extension of the principle of appointing the plaintiff receiver without security or remuneration (poundage), limiting the amount to be received to the extent of the judgment debt and costs of receivership, not to exceed a fixed scale, would greatly reduce the costs of receivership. Under present arrangements, this principle is ordinarily confined to cases where the judgment debt does not exceed £50. So long as the plaintiff is precluded by the order from receiving more than the amount owing to him, it is difficult to see in what way the defendant can be prejudiced, as the plaintiff is never in a position to deal with the defendant's property beyond the amount of the defendant's ascertained and legal indebtedness to him. This principle having worked most satisfactorily in amounts under £50, this limit might be extended up to £300 (or even more) with every advantage. It may be urged that the appointment of the plaintiff—an interested party, whose feelings towards the defendant and his property are not likely to be of the most considerate kind—is likely to lead to an abuse of his powers; but experience, so far, does not bear out this view. Moreover, it would be very simple to require a form of undertaking in damages (similar to that used in injunction cases), which would operate as an increased check upon malpractice, and the safeguard to be universally required, that the receiver (whether the plaintiff or another) shall not receive more than the amount of the judgment debt and (limited) costs of receivership in any case. To prevent the receiver over-estimating the costs of receivership, it would be necessary to fix a percentage scale as a limit within which costs should be allowed on passing the accounts; the costs thrown away by useless or obstructive action on either side to be strictly disallowed. A scale of poundage should be settled in proportion to the work involved in collection, where the plaintiff himself is not appointed receiver. As regards the giving of security in cases of large amount or exceptional nature, the present procedure could be improved and cheapened by a short, practical form of bond being settled and promulgated. The clause in the form of receiver order used in the Queen's Bench Division, which gives the receiver the option of keeping down the interest on prior incumbrances, may possibly induce an officious or litigious receiver to intermeddle with prior charges, and so embroil matters which, if left alone, would work themselves out in course of time without interference and expense: it would be preferable to omit this clause in ordinary cases, and make its insertion a special condition to be granted on the original application for cause shewn, or by subsequent leave, in the same manner that a receiver applies for any other exceptional power. With regard to the observed tendency in receiverships to keep open needlessly to the detriment and at the expense of the defendant, the introduction of a clause into the order limiting its operation to one year from the date, with liberty to the plaintiff to apply to renew from year to year (analogous to the practice affecting common writs of execution: R. S. C., ord. 42, r. 20) at plaintiff's expense, would probably soon initiate an "early-closing" movement,

and operate as an effective check. Any further reduction in the costs of receivership must be due, it would seem, rather to vigilant administrative control than to the possibility of its being effected by any sweeping reform.

AN INTERESTING POINT was raised in *Valentini v. Carali*, before Lord COLERIDGE, C.J., and BOWEN, L.J., as to whether an infant who has paid money under a contract, rendered void by the Infants' Relief Act, 1874, can recover it back again. Under the old law, according to which the contract was voidable merely, and not absolutely void, it was originally laid down by Lord MANSFIELD that if an infant pays money with his own hand, without a valuable consideration, he cannot get it back again (*Earl of Buckinghamshire v. Drury*, 2 Eden, at p. 72). And so in *Wilson v. Kearse* (2 Peake, 196), where an infant contracted to purchase the goodwill and stock of a public-house, and paid a deposit of £20, upon his subsequent refusal to perform the contract he was not allowed to recover back the deposit. In *Holmes v. Blogg* (8 Taunt. 508) the circumstances were different, as the infant had paid money as a premium for a lease, and had enjoyed the same for a short period before he came of age. This consequently was held to be a stronger case against him, as he had actually had part of the consideration upon which his contract had been made and his money paid. But although the decision in this case started from the *dictum* of Lord MANSFIELD above quoted, yet it served to raise a distinction by which the *dictum* has been overruled. Thus in *Corpe v. Overton* (10 Bing. 252) it was held that *Holmes v. Blogg* depended upon the enjoyment by the infant of part of the consideration, and, in spite of Lord MANSFIELD and of *Wilson v. Kearse*, it was decided that, where there was a total failure of consideration, the infant could recover money which he had paid. The distinction thus established has been subsequently observed. On the one hand, in *Ex parte Taylor* (8 De G. M. & G. 254), where an infant paid a premium for a partnership into which he actually entered during his infancy, *Holmes v. Blogg* was held to be decisive against his getting it back; while in *Everett v. Wilkins* (29 L. T. N. S. 846), where there was total failure of consideration, *Corpe v. Overton* was followed and the infant was held entitled to recover his money. As this state of the law came into existence when contracts of infants were voidable merely, and had, therefore, until the infant's election to repudiate them, a certain contingent validity, it might be argued that it would not apply under the new law now that the contract is void *ab initio*, and that he is entitled in any event to have money paid by him returned. But the consequences of such a doctrine, as pointed out by the Lord Chief Justice, are so alarming that they could hardly be admitted except in accordance with express enactment, and in *Valentini v. Carali* it was held that the old cases were still applicable. Consequently an infant, who had purchased a business and partly paid for it, was not allowed, after actual occupation of the business premises, to recover back his money. If the law were otherwise, it seems that a tradesman could hardly deal with an infant at all—at least, as regards articles of luxury—since money paid for these could be recovered back long after they had been consumed.

THE CASE of *Grace v. Card* adds one more to the rapidly-increasing list of decisions that a sale of goods is not liable to be impeached under the Bills of Sale Acts when it can be supported without reference to any documents which may have passed between the parties. On this occasion there were two such documents—a letter from CLARKE, the purchaser of goods, offering to buy, and an inventory on which was indorsed the following memorandum, which appears to have been called a receipt: "The goods mentioned herein, having been valued, are sold to CLARKE." But, whatever it was called, this hardly seems to be such a receipt as to constitute the document "an inventory of goods with receipt thereto attached" within section 4 of the Act of 1878; and, as neither of the documents constituted an assurance of the goods, they could not be brought within the general words, "other assurances of personal chattels." It is true that Lord EBBEN, M.R., seems to have said, in *Newlove v. Shrewsbury* (36 W. R. 535, 21 Q. B. D., at p. 43), that, where the parties have reduced their agreement into writing, this requires registration, and it was urged that the memorandum came within this rule. But



this assumes that the parties mean to base the whole transaction on such agreement, while here, as Lord Justice BOWEN (who was sitting with Lord COLERIDGE, C.J., to constitute a divisional court) pointed out, the sale was really effected orally, and the memorandum was simply an acknowledgment of it. At the same time he took occasion to emphasize once more the view taken by the Court of Appeal in *Newlove v. Shrewsbury*, and a short while previously also in *North Central Wagon Co. v. Manchester, Sheffield, and Lincolnshire Railway Co.* (35 W. R. 447, 35 Ch. D. 191), that, wherever there is a complete transfer of the property independently of the documents, these do not require to be registered.

IN THE CASE of *Francis v. Harrison* (ante, p. 78) it was decided by NORTH, J., that, in foreclosure actions, where trustees are defendants, they cannot properly be sued alone under R. S. C. ord. 16, r. 8, but that the beneficiaries should also be joined. This is similar to the decision given by TURNER, V.C., in *Goldsmid v. Stonehewer* (9 Hare, Appendix, xxxviii.) under rule 9 of section 42 of 15 & 16 Vict. c. 86. That rule is in different terms to the present one, enacting that trustees should represent their beneficiaries to the same extent as executors and administrators represented persons interested in personal estate. Nevertheless, the Vice-Chancellor took the objection that, while executors represented the whole personal estate, yet trustees were in a very different position, and might well have no funds in hand wherewith to redeem. Accordingly, he would not decree foreclosure against the trustee without giving the *cestuis que trust* an opportunity of redeeming. This reasoning does not, of course, apply where the trustee is seeking to redeem, and so it was held in *Mills v. Jennings* in the Court of Appeal (13 Ch. D., at p. 649), and this ruling was supported, without further notice of the distinction, in the House of Lords (6 App. Cas., at p. 710). In the present case Mr. Justice NORTH adopted the earlier decision, and especially as the trustee was a bankrupt, at the same time pointing out that, had he been solvent, the fact would probably have made no difference. The latter observation appears well grounded, for even a solvent trustee might not choose to advance the money to redeem. The matter really rests with the *cestuis que trust*, from whom, if from anyone, the money is to come, and they must necessarily be made parties.

#### SOLICITORS AND THE LAND TRANSFER BILL.

Two important statements as to the probable effect of the Land Transfer Bill in its present form on the remuneration of solicitors have been made since our last issue. The Solicitor-General, in his speech at the Westminster Town Hall on Monday, after announcing that "the Lord Chancellor had prepared a Bill, and proposed to press it upon Parliament in the coming session, dealing with land reform, the registration of land, and making land more easy of transfer, and removing all the difficulties with regard to that matter," is reported to have subsequently remarked that the wage-earning classes "had just the same right to struggle for that which might serve their interest as a lawyer had to fight against a land registry which would take away his practice." Again, in last week's *Economist* there appeared an article, which we think, from internal evidence—not merely information which could apparently only be furnished by an official of the Land Registry, but also from the reappearance in the article of the tabular comparison of fees in the Land Registry Office with the solicitor's remuneration under the present system—we cannot be wrong in ascribing, directly or indirectly, to the pen of some able writer in close connection with that office. The concluding part of this article is so remarkable that we must quote it in full:—"Practically the only remaining opponents of the Land Transfer Bill are the solicitors. They are opposed to it, because they believe their interests to be threatened, and the journal which claims to represent them last week again called them to arms, and declared that 'it is well for solicitors to know the idea of confiscation which is at the root of the Bill.' The remuneration which solicitors have hitherto received for their services on sales, purchases, and mortgages, and generally in connection with the transfer of land, has

doubtless not been excessive. Much of the work done by them has been of an exacting nature, requiring close care and attention. On the whole, probably they have done their work carefully and well. They must not, however, consider that they have any vested rights, and talk big about 'confiscation.' If the public can secure for themselves a cheap system of machinery for effecting the transfer of land, and can, without risk to their own interest, dispense with the services of solicitors on purchases and sales, then so much the better for the public. Solicitors must suffer, if need be, like any other class for the public good."

We have, therefore, now a suggestion by the Solicitor-General that the Land Registry will take away a solicitor's practice, and we have, further, an unequivocal intimation, which, though anonymous, we think we must be correct in attributing, at all events to some person acquainted with the views of the Land Registry, that the object to be aimed at in the proposed system of land transfer is to "dispense with the services of solicitors on purchases and sales." No one now, we should think, can doubt that the object of the Land Transfer Bill, as understood by some at least of the persons who may be supposed to be best informed, is to provide for the transaction by Government officials of the work of the profession; and to do this without affording the slightest compensation to the profession. The writer in the *Economist* tells us that "solicitors must suffer, if need be, like any other class for the public good." So also the most advanced advocates of leasehold enfranchisement, or "fair rents," tell us that the landlords must suffer, if need be, for the public good; but we presume that a proposal that landlords should be deprived of their rents without any compensation would, even at the present day, be described as confiscation. Perhaps some old-fashioned believer in public morality might even designate the proposal by a stronger term.

It seems opportune to inquire whether the views put forward in the *Economist* can be those of the Lord Chancellor and the Government. Does the Lord Chancellor agree with the writer in the *Economist* that solicitors have no vested rights? On this point we are fortunately able to present very conclusive evidence. In his speech on the third reading of the Land Transfer Bill this year the Lord Chancellor said: "It was for their lordships to determine whether there should be a cheaper transfer of land, and he should be surprised if any noble lord could suggest any mode in which that transfer could be accomplished without interfering with vested interests. . . . It was natural to ask noble lords who proposed to move or support the rejection of the Bill what plan they would suggest. Could they point to any means for cheapening the transfer of land except by diminishing solicitors' charges?" There appears to be here a specific admission that solicitors have a "vested interest" in the remuneration derived from their conduct of the transfer of land. And if we turn to a speech delivered by Lord HALSBURY at a Mansion House dinner in November, 1886, we find that, in view of the introduction of the Land Transfer Bill in the following session, he said: "Any future legislation which enables people to deal with their own in any way they may please, without undue restriction and without undue expense, is calculated to add to our advantages as a community. I believe that if passed in that spirit legislation is possible and is desirable; but I do not believe, and I wish to state my belief expressly on the point, that any legislation which has for its object to deprive a man of any right without giving him compensation for what is taken from him is neither desirable nor likely to promote the harmony and the welfare of this great empire. In our future legislation we must proceed upon the lines of respecting the rights of all." We have here a specific pledge by a Minister of the Crown that in its intended legislation on land transfer the Government would proceed upon the lines of respecting the rights of all, and would not deprive a man of any right without giving him compensation for what is taken from him. The same Minister, as we have seen, admitted last June that his measure did interfere with "vested interests."

The aim of those supporters of the Land Transfer Bill who concur in the views expressed in the *Economist* appears to be to persuade the public that solicitors are frantic and vehement opponents of any reform in land transfer. If anyone will take the trouble to follow the various stages of the controversy on the Land Transfer Bill, he cannot fail to be convinced that this is untrue. The measure was first introduced in March, 1887. For two

years succeeding the action of solicitors was confined to calm criticism and representation as to amendments which they deemed essential in the interest of the public and of themselves. It was only when they found that no attention was paid to their representations, and when it became clear, from the Land Registry notice, and subsequent events and declarations, that the aim of the Bill was the transaction by a public office of a large part of the work of solicitors, and that the intervention of solicitors in land transfer was to be excluded, that the profession took up arms against the Bill, as the Solicitor-General admits, in pursuance of their fair right. If, as at present seems probable, the spirit of violent hostility to solicitors should continue to prevail among the promoters of the Bill, there will, we believe, be no hesitation whatever as to the course to be pursued by the profession. Upon this subject we will only say that the *Economist* writer, who professes to think that the only remaining opponents of this Land Transfer Bill are the solicitors, and proceeds with a light heart to contemplate their immolation, cannot have any information as to the results of last session's campaign among members of the House of Commons.

We do not wish to be understood as alleging against Lord HALSBURY any conscious and deliberate breach of faith. He may have forgotten a pledge which solicitors have not forgotten. He may have been persuaded that any attempt to carry out his pledge to respect the rights of solicitors would either be fatal to the success of the proposed system or would be rejected by them. But now that the Bill is to be introduced next session must be under consideration, and while there is an interval before its introduction, we desire to ask this question: Has Lord HALSBURY ever thought of communicating with the Council of the Incorporated Law Society to ascertain what concessions would be considered by solicitors a compliance with his pledge? Has he ever attempted to ascertain what would insure both the passing of the Bill and its subsequent successful working? We ask the question on our own motion, and without any authority or suggestion, direct or indirect, from the council of the society; but if it is to be answered in the negative, we shall know who will be to blame for any consequences of the attempt to rush the Land Transfer Bill through Parliament. What would be said of a President of the Local Government Board who attempted to introduce a system of State medicine without any consultation with the Colleges of Physicians and Surgeons?

#### THE LAW OF MASTER AND SERVANT AND THE MAXIM *VOLENTI NON FIT INJURIA*.

WE made some observations last week on the application of the maxim *volenti non fit injuria* to questions between master and servant in cases such as *Thomas v. Quartermaine* (35 W. R. 555, 18 Q. B. D. 685) and *Yarmouth v. France* (36 W. R. 281, 19 Q. B. D. 647), both of which will doubtless be in our readers' recollection. These observations were suggested by the judgment of Lord BRAMWELL in *Membery v. Great Western Railway Co.* (14 App. Cas. 179). We see no answer to the view taken by the learned lord with regard to the voluntary character of actions in the absence of physical compulsion or duress; but it seems to us that, in order to appreciate the true result of that view on questions under the Employers' Liability Act, it is necessary to consider more exactly the sense in which the disputants on the respective sides of the question seek to apply the maxim *volenti non fit injuria* in such cases. It is a pregnant source of error and confusion in dealing with such maxims to treat them as if they accurately and scientifically expressed ultimate rules and principles of law, and yet, at the same time, to leave the sense in which they are used insufficiently determined. We do not think that much reliance can ever be placed on such maxims as general rules. They are merely useful as a pithy and picturesque way of suggesting compendiously certain legal ideas, and it is seldom possible, and never safe, to use them as representing ultimate principles of law.

The most natural, and probably the primary, application of the maxim, *volenti non fit injuria*, is to cases of trespass—direct invasion of a right, where assent, or what an old pleader would call leave and licence, makes that which would, but for the assent,

have been *injuria*, no *injuria*. The maxim would, however, of course, be applicable in this sense to torts generally, and thus used it is equivalent to saying that the act or omission, which would have otherwise been tortious, ceases to be tortious if assented to.

It seems to us that this is the sense in which the maxim is applied for the purpose of the judgment of the majority in *Yarmouth v. France*. It is to be observed, as the Master of the Rolls remarked, that it never could have been applied in such cases before the Employers' Liability Act, because its application was, so to speak, forestalled by the doctrine that the servant impliedly took upon himself the risks of the service. In such a case there never was the possibility of an *injuria* in respect of which the servant could be *volens*, because there was no duty. The judgment of the majority in *Yarmouth v. France* is, as it seems to us, clearly based upon the premis that the effect of the Employers' Liability Act has been to impose a responsibility in certain respects upon the master towards the servant, for the performance of a duty, the neglect of which, if followed by personal injury, is *injuria*. To this neglect the servant may assent, and the question in the particular case was whether he had assented. That depends, as it seems to us, to a great extent on the sense in which the term *volens* is to be considered as used in the maxim.

We must say we think with Lord BRAMWELL that it is quite clear that the plaintiff in that case voluntarily drove the vicious horse knowing it to be vicious, and therefore he voluntarily did the act by which the risk was immediately incurred; but is that equivalent to saying that he was *volens* in this sense of the maxim—i.e., that he assented to that neglect or omission which, without assent, would have been *injuria*? Assuming that the master's duty towards the workman is, that he, or those for whom he is responsible, shall take reasonable care to provide proper and safe plant, because the workman voluntarily uses improper and unsafe plant provided, does it follow that he is *volens* that such improper and dangerous plant shall be provided, instead of proper and safe plant?

We should not be altogether surprised, having regard to his general views, if Lord BRAMWELL were to answer this question in the affirmative, and to say that, even putting the case thus, the man must be taken to be *volens*; and there seems to us much to be said in favour of that view. But we must admit, for ourselves, that we should hesitate to say that a man must necessarily be *volens* in this sense of the maxim merely because he voluntarily did the act by which the risk was immediately incurred. We think that *volens*, as used in this sense of the maxim, means assenting to what would have been the breach of duty but for assent. Assent involves a mental process. The question whether there was such assent must be a question of fact. Doing the act without complaining may be evidence of assent, but, if the man protests, that would be some evidence the other way.

Of course, another question would come in in such a case, which is really distinct, though very apt to mix itself up with the question we are discussing—viz., the question whether the damage can be said to be the legal consequence of the breach of duty, having been produced directly by an intervening act of the party injured. That is the sort of question which was raised in the well-known case of *Clayards v. Dethick* (12 Q. B. 439). Lord BRAMWELL's views with regard to that case are well known. Are they not recorded in Appendix B to Mr. HORACE SMITH's treatise on the Law of Negligence?

But we doubt whether the line of reasoning above set forth really meets the application of the maxim *volenti non fit injuria* in the sense intended by BOWEN, L.J., in *Thomas v. Quartermaine*. Assuming the question above mentioned to be decided in favour of the view taken by the majority in *Yarmouth v. France*, it does not appear to us that the problem is disposed of, because we cannot help thinking that, though no doubt the actual decision in *Yarmouth v. France* is capable of being reconciled with that in *Thomas v. Quartermaine* on the lines above suggested, it is nevertheless very difficult to reconcile the premises on which the decision in *Yarmouth v. France* is based as above mentioned with the whole of the reasoning of BOWEN, L.J., in *Thomas v. Quartermaine*. The way in which that learned judge applied the maxim *volenti non fit injuria* in the latter case was, we submit, not for the purpose of seeing whether, granting there was a duty, and what would in the absence of assent be a breach of duty, there had been such an assent. It was applied for the purpose of seeing whether there could in



any such case ever be a duty. The premise upon which the whole judgment, as it seems to us, proceeds is that the Employers' Liability Act has not had the effect of creating a general duty towards the workmen, for performance of which the master is responsible, to take care that the plant is not defective, but that it merely relieved the servant from his specially unfavourable position as a servant—that is to say, from the doctrine that he impliedly takes upon himself the risks of the service; and therefore it is still essential that the circumstances should be such as, but for the fact of the injured person being a servant, would have given rise to a duty, and amounted to a breach of such duty towards him at common law. A man is not bound in the abstract to have his premises or plant in any particular state, and no duty, in the absence of invitation and a trap, arises towards persons who, though not unlawfully on the premises, are volunteers in the sense that they come of their own accord, voluntarily, the risk being as much apparent to them as the owner of the premises and plant. The maxim thus used may be freely translated thus: In the case of a volunteer in this sense there is no duty, and, therefore, can be no breach of duty. It seems to us that, if that be the true view of the Employers' Liability Act, the distinction taken in *Farmouth v. France* between that case and *Thomas v. Quartermaine* would hardly be material. The reasoning in the two cases respectively is not *ad idem*. If there is no duty, a man may grumble as much as he likes without being any the less a volunteer. From this point of view it is not a question whether there has been an assent to a breach of duty, because there never could be a duty at all.

It, therefore, seems to us that the real question is, what construction is to be put on that ill-conceived and clumsy piece of legislation, the Employers' Liability Act? This article is already too long, even if we were inclined to try our hands at construing it. But we thought it worth while to try to clear up a certain amount of confusion which, to our thinking, has crept into the cases with regard to the sense in which the maxim *volenti non fit injuria* is sought to be applied by the respective parties to the discussion.

## LEGISLATION OF THE YEAR.

### PROTECTION OF CHILDREN FROM CRUELTY.

(PREVENTION OF CRUELTY TO, AND PROTECTION OF, CHILDREN ACT, 1889 (52 & 53 VICT. c. 44).)

This Act, which is due to the efforts of the London Society for the Prevention of Cruelty to Children, may be ranked with the Criminal Law Amendment Act, 1885, as constituting a new and important departure in criminal law, and, as in the case of that Act, there is every probability of its being brought into frequent use. Until the present time the law has been very deficient in affording means both of punishing cruelty to children and of changing their custody with a view to its avoidance in the future, and benevolent persons have been compelled to work at the risk either of having writs of *habeas corpus* issued against them or of being indicted for abduction. It is true that, as to cruelty, neither the common law nor statute law is altogether wanting. Thus in *Friend's case* (R. & R. 20), it was decided in 1802, at a meeting of nearly all the judges, that "it was an indictable offence, as a misdemeanour, to refuse or neglect to provide sufficient food, bedding, &c., to any infant of tender years, unable to provide for and take care of itself (whether such infant were child, apprentice, or servant), whom a man was bound by duty or contract to provide for, so as thereby to injure its health." But the effect of this rule is chiefly punitive, as the offence is not committed unless actual injury to the child's health is proved: *Reg. v. Hogan* (2 Den. 377), *Reg. v. Philpot* (Dears. 179). Moreover, it must be shewn that the defendant had the means of supporting the child: *Reg. v. Hogan*, and an allegation to this effect was not supported by evidence that the defendant, the mother of the child, could have applied to the relieving officer of the union, and that if she had so applied she would have received adequate relief: *Reg. v. Chandler* (Dears. 453). Mr. Justice Stephen, in his Digest of the Criminal Law, Art. 264, translated the " &c." of the above extract into "and other necessities," but it is doubtful whether this includes medical attendance: *Reg. v. Downes* (1 Q. B. D. 25).

The chief statutory enactment on the subject is that contained in section 37 of the Poor Law Amendment Act, 1868 (31 & 32 Vict. c. 122). According to this, everyone commits a misdemeanour, and is liable upon summary conviction to six months' imprisonment with hard labour, "who, being a parent, wilfully neglects to provide ade-

quate food, clothing, medical aid, or lodging, for his child being in his custody, under the age of fourteen years, whereby the health of such child is, or is likely to be, seriously injured." But the pith of this wholesome provision is taken out by the clause at the end, which says that "the guardians of the union or parish in which such child may be living shall institute the prosecution, and pay the costs thereof out of their funds. The words in italics seem to imply that the guardians only can take proceedings, and, long before they have made up their tardy minds to do anything of the kind, the child may have died. In addition to this, provision is made by section 26 of the Offences against the Person Act (24 & 25 Vict. c. 100) for the punishment of masters and mistresses who refuse or neglect to provide apprentices or servants with necessary food, clothing, or lodging, to the danger of life or actual or probable permanent injury to health. And a further enactment is contained, curiously enough, in the Conspiracy and Protection of Property Act, 1875 (38 & 39 Vict. c. 86, a. 6), under which medical aid is added to the matters enumerated above, and the master is made liable on summary conviction to a penalty of £20 or six months' imprisonment with hard labour. As to children under two years of age, section 27 of the Offences against the Person Act provides against their abandonment or exposure, while to regulate the employment of children generally there are the provisions of the Factory and Workshop Act, 1878 (41 Vict. c. 16), and of the Children's Dangerous Performances Act, 1879 (42 & 43 Vict. c. 34). With the exception of certain statutes referring to particular cases such as parish apprentices, chimney-sweepers, and children employed in agricultural gangs, the above statement seems to represent the statute law so far as it has been directed at cruelty to or neglect of children.

With regard to the equally, or perhaps more, important point of the removal of children from the source of cruelty or neglect, the law has been still more palpably deficient. The remedy by *habeas corpus* is probably not available at all against a father, while the special equitable jurisdiction, now vested in the High Court, is in the majority of cases far too uncertain and expensive a remedy. The same may be said of the various statutes under which the control of the children may be given to the mother, and these for the present purpose are of very limited operation. In addition there are the powers conferred upon two justices by section 14 of the Industrial Schools Act, 1866 (29 & 30 Vict. c. 118), of sending children to industrial schools. These apply where the children are found begging, or wandering at large, or destitute, being orphans or with a surviving parent in prison, or frequenting the company of reputed thieves or of prostitutes.

Such being the law as to the prevention of cruelty to, and the custody of, children hitherto prevailing, the present Act introduces an enormous change, and it will be convenient to consider it under the two heads of offences and their punishment and the protection of the child.

#### I.—Offences under the Act and their Punishment.

The leading provision of the Act is that contained in section 1, which is couched in very general terms. In the first place, the offence which it creates is thus defined: "Any person over sixteen years of age who, having the custody, control, or charge of a child, being a boy under the age of fourteen years, or being a girl under the age of sixteen years, wilfully ill-treats, neglects, abandons, or exposes such child, or causes or procures such child to be ill-treated, neglected, abandoned, or exposed, in a manner likely to cause such child unnecessary suffering, or injury to its health, shall be guilty of a misdemeanour." This has been framed on the model of section 2 of the Act of 1849 for the prevention of cruelty to animals, but has at the same time been amplified so as to avoid as far as possible the difficulties which have been found to arise in the application of that enactment. The act complained of must, indeed, be wilful, though this requirement is, of course, satisfied where the accused was aware of the consequences of his acts; but otherwise it is difficult to conceive of any case of ill-treatment or neglect which the words will not be found wide enough to cover. The procedure, the section goes on to provide, is to be either by indictment or before a court of summary jurisdiction. In the former case there may be inflicted, either together or in the alternative, a fine not exceeding £100 and imprisonment with or without hard labour for any term not exceeding two years; in the latter case, the limits are £25 and three months respectively. Moreover, section 2 makes it an aggravating circumstance in the case of a conviction on indictment that the prisoner was interested in any sum of money payable in the event of the death of the child. The fine may then be raised to £200, and the interest in such sum of money is to be charged in the indictment, and put to the jury in the same manner as a previous conviction.

Mr. Justice Denman and Mr. Baron Pollock will be the Christmas Vacation Judges, the former acting in that capacity during the first, and the latter during the second, half of the vacation.

## CORRESPONDENCE.

## THE ANNUAL PRACTICE.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you allow us to point out that in your article in this week's number on "Undertakings to return Costs" the old edition of the Annual Practice is referred to as being incorrect.

On reference to the corresponding page (852) in the present edition it will be found that the necessary correction has been made.

We shall be glad if, in justice to the editor, who is responsible for this portion of the work, you can find space to mention this in your next issue.

Per pro. STEVENS & Sons (Limited),  
R. N. STEVENS, Director.

119, Chancery-lane, Dec. 2.

[Unfortunately we have not yet received for review a copy of the new edition of the Annual Practice, or the previous edition would not have been cited.—ED. S. J.]

## THE DUTIES OF COMMISSIONERS FOR OATHS.

[To the Editor of the Solicitors' Journal.]

Sir,—May I inquire what is the general understanding in the profession as to these?

Is a commissioner to be the legal adviser of every deponent who is brought before him? Is he to take every affidavit line by line and explain its effect until he has secured the distinct knowledge that the deponent understands and approves every word in it? Or, is his duty simply to ascertain from the deponent that the signature is his, and then "to administer the oath"?

I have always supposed it was almost a point of honour among my fellow-commissioners to avoid acquainting one's self with the contents; but, if Mr. Justice Kay's ruling, and very strong remarks, in the *River Mole* case (reported on the 4th inst.) is correct, we have all been wrong. The sooner the correct course is made known—and, of course, contemporaneously, the scale of fees amended—the better.

Dec. 5.

T. P. Y.

## CASES OF THE WEEK.

## Court of Appeal.

THE MAYOR, &c., OF BURTON-ON-TRENT v. ASSESSMENT COMMITTEE OF BURTON-ON-TRENT UNION—No. 1, 25th November.

POOR RATE—RATABLE VALUE—ASSESSMENT OF SEWAGE FARM—HYPOTHETICAL TENANT—PAROCHIAL ASSESSMENT ACT, 1836 (6 & 7 WILL. 4, c. 96), s. 1.

Special case stated under 12 & 13 Vict. c. 45 on appeal to quarter sessions against two rates. The Corporation of Burton-on-Trent had acquired certain land in the parish of Egginton, and laid it out as a sewage farm under the provisions of their local Act for the disposal of the sewage of Burton. They had also erected a pumping-station in the parish of Stretton, to pump the sewage on to the sewage farm through mains. It was impossible to work the sewage farm except at a loss so long as it remained a sewage farm, and if the corporation desired to let it as a sewage farm no one would take it even at a nominal rental. If disconnected from the sewage system a tenant would take it as agricultural land at a rent which would represent £310 rateable value. The pumping-station, with its engines and machinery, were specially designed for the purposes of the sewage system, and would be of no substantial value to anyone except the corporation. While used as part of the sewage system it was incapable of yielding any profit. Apart from the purposes of the sewage system the land with the pumping-station erected thereon would be of the value of £75 rateable value. If the sewage farm, with its present appliances and the pumping-station, belonged to a private owner, he would let, and the corporation would hire, them as a sewage farm and pumping-station at a yearly rent sufficiently high to support the two rates, the sewage farm having been rated at £1,800, and the pumping-station at £240 rateable value. The corporation contended that they should be rated at the value for which each would let to a tenant from year to year, supposing they were not used as part of the sewage system, but disconnected therefrom and used for agricultural purposes. The Divisional Court (Lord Coleridge, C.J., and Stephen, J.) gave judgment for the corporation.

THE COURT (LORD ESKER, M.R., and LINDLEY and LOVES, L.JJ.) reversed the judgment. LORD ESKER, M.R., said that the decisions in rating cases had been progressive, and as each question was settled ingenuity was exercised to raise new ones. The question whether an occupying owner should be considered as a hypothetical tenant was never raised until the case of the *London School Board v. St. Leonards, Shoreditch* (34 W. R. 583, 17 Q. B. D. 738). The question might, no doubt, have been raised in *Reg. v. Metropolitan Board of Works* (17 W. R. 521, L. R. 4 Q. B. 15) and *Metropolitan Board of Works v. West Ham* (19 W. R. 246, L. R. 6 Q. B. 193), but

it was not, and so it could not be said that the point was decided. Nor was there any finding there that the board would have been willing to become tenants of the sewers if they had not been the owners. The decisions now shewed that if any tenant, not excluding the occupying owner, would give a rent for the premises as they were, then that rent must be taken into account in calculating the rateable value. Here it was found that the corporation, if the sewage farm and pumping station had been in the hands of a private owner, would have been willing to become tenants at a rent high enough to support the present rates. That brought this case within the *London School Board* case. The case was not like *Owens College v. Chorlton-upon-Medlock* (35 W. R. 238, 18 Q. B. D. 403), as here the corporation were not prevented by their Act from becoming tenants of the premises. The higher rates must therefore stand. LINDLEY and LOVES, L.JJ., concurred.—COUNSEL, *Sir Richard Webster, A.G., and Fallarton; Beaumont, Q.C., and Etherington Smith*. SOLICITORS, *J. G. Robinson & Wilkins, for H. Goodger, Burton-on-Trent; Geare, Son, & Pears, for J. & W. J. Drewry, Burton-on-Trent.*

Re ARMFIELD—No. 2, 2nd December.

LUNACY—JURISDICTION IN CHAMBERS—MONEY PAID INTO CHANCERY DIVISION—PETITION FOR TRANSFER INTO LUNACY—SUM EXCEEDING £1,000—R. S. C., LV., 2.

This was a petition for (*inter alia*) the transfer into lunacy of a sum exceeding £1,000, which had been paid into court in the Chancery Division under the Trustee Relief Act to the account of a person who was of unsound mind. The petition was entitled in Lunacy and in the Chancery Division. A question had arisen whether it was necessary to present a petition, and whether the application could not be dealt with by one of the Lords Justices sitting in private.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) held that a petition was necessary, and they made the order upon the petition.—COUNSEL, *A. L. Ellis*. SOLICITORS, *Byrnes & Lucas*.

THOMSON v. HUGHES—No. 2, 4th December.

PRACTICE—APPEAL FROM ORDER IN CHAMBERS—CERTIFICATE OF JUDGE—RIGHT OF APPELLANT TO RAISE POINTS NOT RAISED IN CHAMBERS.

This was an appeal from an order made by North, J., in chambers, and the question arose whether, on the appeal, the appellant was at liberty to ask for relief, which, though it was covered by the terms of his summons, was practically abandoned by him when the matter was before the judge in chambers. The action was brought to restrain an alleged infringement by the defendant of the plaintiff's patent. The defendant took out a summons in the common general form asking that the plaintiff might be ordered to make an affidavit of documents in his possession relating to the matters in question. On this summons North, J., made an order limited to certain specified classes of documents. The learned judge gave a certificate that the matter had been sufficiently discussed before him in chambers, and that he did not require to hear any further argument in court. The defendant appealed direct to the Court of Appeal, asking, by his notice of appeal, that the plaintiff might be ordered to make an affidavit in the ordinary general form. During the hearing of the appeal Fry, L.J., consulted North, J., and it then appeared that, when the case was before him in chambers, though the defendant's counsel had asked for an order in the general form, he did not seriously press for anything beyond the limited order which was, in fact, made (except, perhaps, as to one matter which the plaintiff's counsel, on the hearing of the appeal, offered to concede), and no discussion took place in chambers as to any other documents.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) held that, under these circumstances, the order could not be varied further than the plaintiff's offer extended. COTTON, L.J., said that the judge had no doubt a discretion with regard to such an affidavit; but it was a discretion to be exercised with reference to the issues which were to be raised at the trial of the action. The certificate of the judge that the matter had been sufficiently argued before him in chambers must be taken to mean that it had been sufficiently argued with reference to those points which were seriously pressed upon him. The rule that the Court of Appeal would not entertain an appeal direct from chambers, unless the judge certified that there had been a sufficient argument before him, applied, and prevented the court from entertaining an appeal upon any matter to which the certificate did not really extend. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Moulton, Q.C., and Chadwyck Healey; Boufield*. SOLICITORS, *Hillgary; Faithfull & Owen*.

DREYFUS v. THE PERUVIAN GUANO CO.—No. 2, 3rd December.

DETENTION OF GOODS—DAMAGES—EFFECT OF APPOINTMENT OF RECEIVER—LORD CAIRNS' ACT (21 & 22 VICT. c. 27), s. 2.

This was an appeal from a decision of Kay, J. (42 Ch. D. 66). The action was brought in respect of an alleged wrongful detention by the defendant company of some cargoes of guano. In 1876 the Government of Peru entered into a contract with the company to consign to them for sale eleven cargoes of guano. The company were to retain £4 15s. per ton for expenses, and the balance of the proceeds of sale were to be held for the account of the government. The eleven cargoes were shipped in December, 1879. Disputes afterwards arose between the government and the company, in consequence of which the government sent the bills of lading of the cargoes to the plaintiffs. The company, notwithstanding, claimed the right to possession of the cargoes, and on the 27th of April, 1880, the plaintiffs issued the writ in this action against the



company and the masters of the ships, claiming delivery of the cargoes; an injunction to restrain the company from receiving them; and the appointment of a receiver. On the 30th of April, 1880, on the plaintiffs' motion for an *interim* injunction and a receiver, an order was made, with the consent of the company, dismissing the action against the masters of the ships. And, on the undertaking of the company that the receipt by them of the cargoes should be without prejudice to any question, and that they would keep separate accounts of their receipts and expenditure in respect of the cargoes, and abide by any order of the court as to the cargoes or their proceeds, it was ordered that the costs of the motion should be costs in the action. The order was to be without prejudice to any question in the action. When this order was made only two of the cargoes had arrived in Europe, and none of them had been actually received by the company. By their statement of claim, delivered in July, 1880, the plaintiffs claimed delivery of the cargoes; damages for their detention; and an injunction to restrain the company from receiving them. In November, 1880, the company delivered their defence, by which they stated that they had taken possession of the cargoes, but they denied that their possession was wrongful. They denied the title of the plaintiffs to the cargoes, and claimed the right to receive them. On the 17th of December, 1880, an order was made for the appointment of a receiver of all the cargoes, or of the proceeds of their sale; and on the 23rd of February, 1881, a receiver was appointed. On the 8th of March, 1881, an order was made giving liberty to the company to sell two of the cargoes, they paying the gross proceeds of sale to the receiver. On the 13th of January, 1885, Bacon, V.C., gave judgment in the action, declaring that the plaintiffs were entitled to all the cargoes, and that the company were not entitled to be reimbursed any expenses incurred by them, except in relation to the two cargoes included in the order of the 8th of March, 1881. The judgment directed an inquiry "What damages have been sustained by the plaintiffs by reason of the detention by the defendant company of the cargoes of guano in question." From this judgment the company appealed; but on the hearing of the appeal they abandoned their claim to the cargoes, and did not contest the inquiry as to damages, but limited their appeal to the question whether they were entitled to be reimbursed the expenses which they had incurred in relation to the cargoes. The Court of Appeal dismissed the appeal. The company appealed to the House of Lords (limiting the appeal in the same way), and the House of Lords varied the judgment by allowing to the company the freight and landing charges in respect of the cargoes which they had received, so far as the same had not been already repaid to them by the Peruvian Government. In other respects the House of Lords affirmed the judgment. The inquiry as to damages was prosecuted in chambers, and the chief clerk found that the plaintiffs were entitled to the following amounts for damages for detention of cargoes—viz.: (1) £2,148, diminution of gross proceeds owing to the sale having been made by the receiver instead of by the plaintiffs themselves; (2) £351, increased expenses of sales; (3) £26,757 for loss of interest on those sums and on the actual proceeds of the cargoes till judgment, less interest gained in court; and (4) £854, interest on those sums from judgment to the date of the certificate. The defendants moved to vary the chief clerk's certificate, contending that, in accordance with the principle of the decision of the House of Lords in allowing them reimbursement of expenses, there could have been no wrongful detention by them; and that the inquiry ought to have been satisfied by assessing nominal damages only. Kay, J., refused to vary the certificate. He was of opinion that, as the company had avowed their intention of taking possession of the cargoes, and the plaintiffs were entitled to an injunction to prevent them from doing so, Lord Cairns' Act gave the plaintiffs a right to damages, and that the order of the 30th of April, 1880, which placed the cargoes *in medio*, and was equivalent to the appointment of a receiver, did not affect that right. Independently of this consideration, his lordship thought that the plaintiffs' right to substantial damages was concluded by the form of the judgment which was affirmed by the House of Lords, except as to the allowance of expenses to the defendants.

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) affirmed the decision, BOWEN, L.J., differing from the other members of the court. COTTON, L.J., said that the course taken by the defendants had placed the court in some difficulty. In the House of Lords they abandoned their appeal as regarded the inquiry as to damages, and the judgment of Bacon, V.C., was affirmed by the House of Lords so far as it related to that inquiry. This court, whatever the House of Lords could do, were bound by the judgment of Bacon, V.C., as affirmed and varied by the House of Lords. The only question in his opinion was, therefore, what was the meaning of that judgment, and, having regard to the pleadings, he thought that the meaning of the inquiry was, What was the damage caused to the plaintiffs by reason of the guano being taken possession of and realized by the receiver or by the defendants? BOWEN, L.J., differed. The case had got into an intricate tangle, but he thought this court could cut the Gordian knot. In his opinion the order of the House of Lords and the reasons were inconsistent with the inquiry as worked out by the chief clerk. He thought it was inconsistent according to legal principle that the defendants should be allowed disbursements, such as payments for freight and landing charges, if they could be considered as having wrongfully detained the cargoes after the order of the 30th of April, 1881. That order was made by consent, and it was in consequence of that order, not of the wrongful conduct of the defendants, that any subsequent loss occurred, and the plaintiffs could not claim damages if it turned out in the result that they had suffered loss by reason of that order, to which they had for their own purposes consented. The vice of the finding of the chief clerk was that he had lumped all the cargoes together. The defendants had wrongfully detained some of the cargoes before action brought; others had not come into their possession till afterwards. He thought the in-

quiry might properly be worked out as to part of the detention by giving nominal damages. FRY, L.J., said he never felt himself placed in a greater difficulty. If the court took one course there was a risk of acting at variance with the decision of the House of Lords; if they took the other there was the danger of going contrary to the judgment of the Vice-Chancellor, which the House of Lords had affirmed. But he came to the conclusion that the court was bound by that part of the judgment of Bacon, V.C., which directed the inquiry, and that the meaning of the inquiry was that it was to go to the loss sustained by the plaintiffs by reason of their not having the possession and realization of any of the cargoes.

In the course of the arguments of the plaintiffs' counsel it was suggested that, under Lord Cairns' Act, there was power to award damages, even if there would have been no right to damages at law.

THE COURT expressed a unanimous opinion adverse to this contention.—COUNSELL, *Sir R. E. Webster, A.G., Rigby, Q.C., and Haldane; Sir Horace Dovey, Q.C., and Ingle Joyce.* SOLICITORS, *C. & S. Harrison & Co.; G. M. Clements.*

## High Court—Chancery Division.

BOURKE v. DAVIS—Kay, J., 3rd December.

RIVER—RIGHT OF WAY—BOATING—HIGHWAY—PRESCRIPTION—DEDICATION—EVIDENCE—AFFIDAVITS—COMMISSIONER TO ADMINISTER OATHS.

This was an action to restrain the defendant from interfering with some posts and chains which the plaintiff, the owner of the bed of the river, had placed in the river Mole in order to stop the waterway, and a counter-claim by the defendant for an injunction to restrain any hindrance to the passage of his boats. The evidence showed that the part of the river in question was not tidal; could not, owing to mills, be reached by boats from below; that its depth was artificial and depended on the mill dams; that it never was a way from any one public place to another; and that it was doubtful whether the public had ever had any right of access to it for boats. The defendant claimed a right of public highway, not a right of recreation by custom.

KAY, J., said that on the evidence it must be taken that the user of the river for boating had always been permissive, and not of right. Other riparian owners might have a private right of way, but on that he gave no opinion. The defendant must be restrained from interfering with the posts and chains.

In the course of the case certain witnesses contradicted statements made by them in affidavits sworn in the action.

KAY, J., said that it was the commissioner's duty, before he administered the oath, to satisfy himself that the witness did thoroughly understand what he was going to swear to; and that he should not be satisfied on this point by anyone but the witness himself.—COUNSELL, *Rigby, Q.C., Emshew, Q.C., and Leveitt; Harris, Q.C., Nasmith, Q.C., and Oswald.* SOLICITORS, *Lewis & Lewis; Thomas Norton.*

PRATT v. INMAN—Chitty, J., 4th December.

R.S.C., XLII., 3, 6—EXECUTION—WRIT OF SEQUESTRATION—ADMINISTRATION—BANKRUPTCY—JUDICATURE ACT, 1875, s. 10—BANKRUPTCY ACT, 1883, ss. 45, 46.

In this case questions arose as to the protection afforded to a suitor by a writ of sequestration when the person against whom the order has been obtained has died insolvent before a sale has been made by the sequestrators. It appeared that, in an action brought by beneficiaries under a will against the surviving trustee, an order was made for payment into court of a sum of £2,000, and on the 21st of June, 1889, a writ of sequestration was issued against the defendant by the plaintiffs, and on the 27th of June, 1889, an order was obtained enabling the sequestrators to seize and sell certain valuable effects in the defendant's house. The sale was delayed by arrangement, and on the 15th of August the defendant died, and it was alleged he died insolvent. An action was instituted by creditors for the administration of the deceased's estate, and also an action was instituted by the legal personal representative of the deceased and by a receiver appointed in the administration action claiming an injunction against the sequestrators to restrain them from selling, and a motion in the terms of the writ was now made by the legal personal representative and the receiver for an *interim* order. It was submitted by the applicants that sequestration was merely a process in contempt, and did not affect the property of the contemnor, and that the sequestrators, not having sold, had no priority, and that, by the Judicature Act, 1875, s. 10, the provisions of the Bankruptcy Act, 1883, ss. 45 and 46, were applicable to the law of administration in the Chancery Division.

CHITTY, J., said that it was decided by Lord Hardwicke in *Hide v. Greenhill* (1 Dickens, 106), and also in several other subsequent cases, that a writ of sequestration to compel a defendant to perform a duty—e.g., to put in an answer or to pay a sum of money into court—was not discharged by the death of the defendant. The writ could be enforced after the death of the defendant by reviving the action against the defendant's legal representative. As to the further point—namely, as to the applicability of the provisions of the Bankruptcy Act to a case like the present, where it was alleged that the estate of the deceased was insolvent—it was to be observed that the plaintiffs in the action against the deceased defendant were *cestui que trust* enforcing a demand against their trustee. They were not persons coming in to prove as creditors, but were persons having a demand against the deceased's estate of an equitable character arising from his breach of trust (*Ex parte Taylor*, 35 W. R. 148, 18 Q. B. D. 295; *Ex parte Stubbins*, 29 W. R. 653, 17 Ch. D. 58). The provisions of the Bankruptcy Act, 1883, were not generally imported by the Judicature

Act, 1875, s. 10, into the law of administration, but were a set of express provisions applicable to circumstances which did not exist in the present case—e.g., to circumstances where the estate was insolvent and a petition had been presented in bankruptcy. The motion was dismissed with costs. The hearing of the motion was treated as the hearing of the action.—COUNSEL, *Byrnes, Q.C.*, and *Dibdin*; *Romer, Q.C.*, and *Clydesdale*. SOLICITORS, *R. J. Witty*; *Cocle, Kingdon, & Cotton*, for *E. F. Chamier, Stratton*.

### High Court—Queen's Bench Division.

COOPER v. HUGGINS; KENDRICK (Claimant)—30th November.

BILL OF SALE—PERSONAL CHATTELS—"SPECIFICALLY DESCRIBED"—PICTURES.

The question in this county court appeal was whether a bill of sale was good against a judgment creditor of the grantor in respect of twelve pictures comprised therein. The plaintiff had recovered judgment against the defendant for £41, and had seized his furniture in execution. He was met by a bill of sale, the schedule to which contained a catalogue of the furniture in the debtor's house, and, amongst the contents of a particular room, there were included "twelve oil paintings in gilt frames." The judgment creditor contended, upon the authority of *Witt v. Banner* (35 W. R. 761, 20 Q. B. D. 114) and *Carpenter v. Deen* (33 SOLICITORS' JOURNAL, 590), that these pictures were not "specifically described" within section 4 of the Bills of Sale Act (1878) Amendment Act, 1882. On the part of the claimant, those cases were distinguished, upon the ground that the pictures in the one and the milch cows in the other were part of the stock-in-trade of tradesmen, and required a more exact description than similar chattels in the possession of a private individual. The county court judge decided in favour of the bill of sale; and

Fry, L.J., in affirming his decision, said that some chattels were capable of more accurate description than others, and regard must be had to the character of the chattels in each case. In the case of pictures belonging to a picture dealer more exactness would be required than where they belonged to a private person and were in a particular room in his house. There was no evidence in the present case of the value of the pictures, and therefore it was not to be supposed they were of such a kind as to demand the addition of the artists' names. They were described as oils, as being in gilt frames, and in one particular room, and that was sufficient. MATHEW, J., concurred.—COUNSEL, *H. T. Waddy*; *McOullagh*. SOLICITORS, *Hoddinott & Davis*; *Grove*.

STEVENS v. HOUSLOW BURIAL BOARD—28th and 29th November.

BURIAL BOARD—CONTRACT—EXTRAS—RIGHT TO RECOVER—METROPOLITAN BURIALS ACT, 1852 (15 & 16 VICT. c. 85), ss. 24, 31—COUNTY COURT—PAYMENT INTO COURT—TRANSFER OF ACTION—TIME—RETURN DAY—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), ss. 107, 186.

Appeal from the Marylebone County Court. This case raised an important question as to the necessity for a contract with a burial board for works or repairs under section 31 of the Metropolitan Burials Act, 1852, being under seal. This provision (amongst others) is extended to extra-metropolitan parishes by section 7 of the Burials Act, 1853. The facts were admitted, and were, shortly, these:—The plaintiff, a builder, had entered into a contract, dated the 5th of September, 1888, with the defendant board to execute certain repairs in and about the chapel and lodge of their cemetery for the total sum of £38. This contract was under the seal of the board. During the progress of these repairs it became evident that some further work was necessary, and at the suggestion of the board's surveyor the plaintiff carried this out also. This extra work consisted of small items, such as painting a wall and putting up a cupboard, and its cost amounted in the whole to £11. It was approved by the surveyor when finished. The plaintiff sued in the county court to recover this sum, but the judge held that, there being no contract under the seal of the board respecting the "extras," he was debarred from recovering. It was argued on appeal that the board, having taken the benefit of the plaintiff's work were estopped from denying the validity or existence of a contract; also that small repairs and necessary work done for trifling sums were excepted from the rule as to the necessity of a contract under seal with a corporate body. [*Nicholson v. Guardians of Bradfield Union* (14 W. R. 731, L. R. 1 Q. B. 620) was cited.] There was a cross-appeal by the defendants from the decision of the county court judge refusing to give them costs, on the ground that a payment into court, which they made (with a defence denying liability) of certain sums in respect of moneys claimed under the contract and for the extras, was too late. The rule requires such payment into court to be made five clear days before the return day: County Court Rules, 1889, ord. 9, r. 11 (1). The summons was issued on the 14th of March, 1889, out of the Brentford County Court. The return day was the 12th of April. On the 1st of April the registrar at Brentford made an order transferring the action to the Marylebone County Court, where the return day was the 15th of April; the payment in was made on the 8th of April. The question was whether the return day in this case was the 12th or 15th of April.

Nov. 29.—Fry, L.J., in the course of his judgment, said: The law which governs this case is to be found in the Act 15 & 16 Vict. c. 85, and the two sections bearing upon the point at issue are section 24, which enacts that a burial board shall be a body corporate with perpetual succession and a common seal, and section 31, by which special provisions are made as to contracts entered into by burial boards. These contracts are to be for certain purposes, to which are added the very wide words, "and for executing and doing any other works and things necessary for

the purposes of this Act"; they are to specify four things—namely, the work to be done, the prices, the time for completion, and the penalties for non-performance—and they are to be entered in the minutes. The object of these provisions is to prevent facilities for entering into contracts which might lead to what is known as "jobbery," the proviso as to advertising contracts above the value of £100 is directed to the same object. In this case the burial board wanted certain work done, they prepared specifications, and on September 5, 1888, they entered into a contract under their seal with the plaintiff to do that work. The price was fixed at £38, and the other requisites under section 31 are there. As the work went on it was found that further things were necessary, and these are what are called the "extras." They are matters which, in my opinion, might have been included in the specification if the attention of the board had been called to them, and might have been provided for by the contract; they are things necessary for the purposes of the Act as much as the works specified in the contract. As to these there was no contract, and I am of opinion that the plaintiff is debarred from recovering. If I were to hold otherwise I should be enabling a surveyor who had friendly feelings towards a builder (though I am far from saying that there was anything of that kind here) to alter a fixed contract into a much larger affair. In this case the extras amount to more than a fourth part of the original amount under the contract. If we were to allow a claim of this kind we should be letting in the mischief which the Act was intended to exclude. It is said that these repairs were trivial matters, and come under the well-known exception as to contracts under seal, they might be so in some cases, but here they were part of the larger enterprise, and as they were not included in the contract the plaintiff cannot recover in respect of them. The appeal, therefore, must fail. MATHEW, J., differed. In respect of small necessary repairs and other such matters of everyday occurrence, as opposed to substantial works, the board had a common law right to contract without seal. The question was, under which class did these "extras" fall? The plaintiff had entered into a formal contract with the board as to certain work, and beyond that work he was employed to do these small jobs. The board had had the advantage of the plaintiff's work, and were taking the technical point that there was no contract under seal in respect to it. He could not come to the conclusion that these extra items were under the scope of the original employment. It could not be doubted that if another tradesman had been employed to do these small jobs he would have been entitled to recover, and the fact of this tradesman having made a written contract as to other matters could not make any difference. He could not agree with the Lord Justice, and thought that this appeal ought to be allowed; but, in accordance with the custom, he withdrew his judgment.

On the point of county court procedure, both judges were agreed that, upon the construction of section 186 of the County Courts Act, 1888, the 15th, and not the 12th, of April was the return day, and that the payment into court was in time.

The plaintiff's appeal was dismissed, with costs, and the case referred back to the county court judge to decide, under section 107 of the Act, as to the defendants' costs, having regard to the decision of the court that the payment in was in time. Leave to appeal granted.—COUNSEL, *Loaves*; *Yelverton*. SOLICITORS, *Charles Robinson & Co.*; *Ruston, Clark, & Ruston*.

### Bankruptcy Cases.

Ex parte HECQUARD, Re HECQUARD—O. A. No. 1, 8th November.

BANKRUPTCY—RECEIVING ORDER—JURISDICTION—FOREIGNER DOMICILED ABROAD—"DWELLING-HOUSE" IN ENGLAND—DEBTOR HAVING BUT ONE CREDITOR AND NO ASSETS—BANKRUPTCY ACT, 1883, s. 6, SUB-SECTION 1 (d).

A question arose in this case as to the jurisdiction of the Court of Bankruptcy over a foreigner domiciled and resident abroad. Section 6 of the Bankruptcy Act, 1883, provides, by sub-section 1, that "a creditor shall not be entitled to present a bankruptcy petition against a debtor unless" (*inter alia*) "(d) the debtor is domiciled in England, or, within a year before the date of the presentation of the petition, has ordinarily resided or had a dwelling-house or place of business in England." In the present case the debtor was a domiciled Frenchman resident in France, but he for a period of three months, within a year before the petition was presented, occupied furnished rooms in London. The rooms were on the third and fourth floors of a house, and he had the exclusive use of them. He lived there during the three months with his wife and some servants, one of whom he had brought from France. He paid frequent visits to France, where he had left his children. He came over to England for the purposes of an action which he had brought against the petitioning creditor in the Chancery Division. The bankruptcy petition was founded on a judgment debt which the petitioning creditor had recovered in an action in the Queen's Bench Division, brought upon a prior judgment which he had obtained against the debtor in a French court, and which remained unsatisfied. The act of bankruptcy alleged was the non-compliance with a bankruptcy notice issued after the debtor had returned to France, and served on him by means of an order for substituted service. It was objected that the debtor had not within the year "ordinarily resided or had a dwelling-house in England." The registrar held that the debtor had within the year "ordinarily resided in England." Another objection to the petition was that the debtor had no creditor, except the petitioning creditor, and no assets, in England. It was not proved that there was any other creditor. A third objection was, that the debtor's claim in the Chancery action exceeded the amount of the claim of the petitioning creditor against him, and that the bankruptcy proceedings



were taken for the purpose of stopping the Chancery action. The registrar made a receiving order.

THE COURT (Lord Esher, M.R., and LINDLEY and LOPES, L.JJ.) affirmed the decision. Lord Esher, M.R., said that the question was whether the debtor had brought himself within the English bankruptcy law. The question whether he had "ordinarily resided" in England was immaterial, because, in his lordship's opinion, the facts shewed that he had had a "dwelling-house" in England within a year before the date of the presentation of the petition. It was clear from the section that it was not necessary that the debtor should have had the dwelling-house for the whole year. If he was not a mere casual passer-by or visitor, but had had a dwelling-house within this country, he became liable to the bankruptcy law. The Act did not define a "dwelling-house," and the question was, what was the meaning of the term. The debtor had not taken rooms at an hotel in the ordinary way, but had taken furnished rooms on two floors of a house, which were entered from a common staircase. The debtor had the exclusive use of those rooms, and he was not a lodger, but was a tenant of the person of whom he took them. He lived with his wife and his servants in the rooms, and those rooms were, in his lordship's opinion, a "dwelling-house" within the meaning of section 6. The debtor was, therefore, liable to the English bankruptcy law. It was said that the petitioning creditor was the only creditor in England, and that there were no assets in England, and that therefore bankruptcy proceedings could not be maintained. That of itself was not sufficient, even if it was true, to compel the registrar to dismiss the petition. There might be good reasons for making a man a bankrupt, although he had only one creditor. A trustee in bankruptcy had power to realize assets which could not be got at in any other way. But the fact that only one creditor appeared before the registrar on the hearing of the petition was no proof that he was the only creditor. It was not the petitioning creditor's duty to prove that there were other creditors. When the receiving order had been made, and advertisements had issued, it was quite possible that other creditors might come in. The question whether there were assets in this country could not properly be decided on the hearing of the petition. After a receiving order had been made the time would come for inquiring into the assets. Then it was said that the bankruptcy petition had been presented with the object of staying the debtor's action in the Chancery Division against the petitioning creditor. If it were shown that the petition had been presented in order to prevent the trial of a fairly doubtful action, that would be an abuse of the process of the court. But in this case the creditor had a fair and honest reason for having recourse to bankruptcy proceedings. He had obtained a judgment against the debtor in France, which he had been unable to realize there, and when he found his debtor in England he had taken these proceedings against him. The mere fact that there was an action by the debtor against the creditor—a very shadowy and doubtful action—was not of itself sufficient to prevent the creditor from taking advantage of the bankruptcy laws. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, Sidney Woolf and Ringwood; Herbert Reid. SOLICITORS, Lumley & Lumley; Smiles, Binyon, & Ollard.

### Solicitors' Cases.

**ROWLEY v. SOUTHWELL; SOUTHWELL v. ROWLEY**—North, J.,  
30th November.

SOLICITOR—COSTS—CHARGING ORDER—"PROPERTY RECOVERED OR PRESERVED"—APPLICATION TO ENFORCE CHARGE BY SALE—SERVICE ON PERSONS INTERESTED—SOLICITORS ACT, 1880 (23 & 24 VICT. c. 127), s. 28.

This was a summons by a solicitor in the above actions, asking that the sum of £91 7s. 10d., the amount of his taxed costs, charges, and expenses as the solicitor of the plaintiffs in the first action, together with interest thereon from the date of the taxing master's certificate, and the costs of the present application and consequent thereon, might be raised by a sale of certain property comprised in a marriage settlement. The actions were brought for the execution of the trusts of the settlement. The persons interested under the trusts were a lady, who was the tenant for life, and her four daughters, who were entitled in remainder. The plaintiffs in the first action were Rowley, one of the trustees, and Mrs. Green, the tenant for life, and three of her children; the sole defendant was Southwell, the other trustee. The sole plaintiff in the second action was Southwell; the defendants were Rowley and Mrs. Green. Her fourth child, Mrs. Allen, was not a party to either action. On the 8th of February, 1883, judgment was given in both actions for the execution of the trusts, and a receiver of the rents was appointed. An inquiry was at the same time directed which of the two actions should be proceeded with and who should have the conduct of it, and the further consideration of the actions was adjourned. On the 17th of April, 1883, the chief clerk certified that the action *Southwell v. Rowley* should be proceeded with, and that Southwell should have the conduct of it. On the 1st of May this certificate was approved by the judge, and the action *Rowley v. Southwell* was accordingly stayed by an order dated the 11th of May. In June, 1883, the plaintiffs in that action changed their solicitor, and on the 18th of March, 1885, he obtained in chambers an order declaring that he, as solicitor for the plaintiffs in *Rowley v. Southwell* and for the defendants in *Southwell v. Rowley*, was entitled to a charge upon the property subject to the trusts of the settlement for his taxed costs, charges, and expenses (when taxed) of, and in reference to, the two actions as such solicitor as aforesaid, and a reference was ordered to the taxing master to tax the costs, &c. And it was ordered that the solicitor should be at liberty to apply to have the amount of such taxed costs, charges, and expenses raised by a sale of the property and paid to him. Mrs. Allen was not a party to

the making of this order. The present summons was taken out on the 19th of November, 1888. When it came on for hearing before the chief clerk in chambers it was objected, on the authority of *Re Green* (26 Ch. D. 16), that the proper time for making an application to enforce the charge by a sale was after the further consideration of the actions. The chief clerk thereupon directed the solicitors of Southwell to issue a summons for the further consideration of the actions. This summons and the solicitor's summons came on for hearing by North, J., on the 28th of January, 1889. He was of opinion that no further consideration of the actions was necessary or proper, and he dismissed the summons for further consideration. And, it appearing that on the solicitor's summons there were no solicitors representing the children of the tenant for life, his lordship ordered that summons to stand over generally; and liberty was given to the solicitor to serve the children. He afterwards endeavoured to serve the children personally, but was unable to discover their addresses, and on the 18th of February, 1889, an order was made in chambers, on his application, that service of his summons by serving the same, together with a copy of the order, on a member of the firm of solicitors who were acting for Mrs. Green, the tenant for life, at the office of the firm, should be deemed good service of the summons upon the four children respectively. When the matter came again before the chief clerk in chambers, an affidavit was produced, made by one of the firm of solicitors who were acting for the tenant for life, and the chief clerk came to the conclusion that the order of the 18th of February was insufficient, and that the children, other than one (not Mrs. Allen) for whom the solicitors of the tenant for life were authorized to accept service, had not had any notice of the summons. On the 15th of April, 1889, another order was made in chambers, on the application of the solicitor, that publication by advertisement of the summons, and of the time fixed for the adjourned hearing thereof, in certain specified newspapers should be deemed good service of the summons upon two other (named in the order) of the children. Mrs. Allen was not named in this order. The summons for a sale now came on again for hearing. Counsel appeared for the tenant for life and one of her children; the other three children were not represented. The objection was again raised that the proper time for making the application was on the further consideration of the actions. It was also objected that no notice had been given to Mrs. Allen, the second order for substituted service not applying to her. *Hunt v. Austin* (9 Q. B. D. 598) was referred to. In that case, a charging order for costs having been made upon a fund in court to which the defendant was entitled, the solicitor took out a summons for payment of the fund to him. The summons could not be served personally, as the defendant's address could not be discovered, and he appeared to be wilfully evading service. The Court of Appeal held that an order for substituted service by advertisement could be made, and they said that, if the defendant did not then appear, the order asked for would be made in his absence.

NORTH, J., held that the first objection was disposed of by his former decision, that further consideration was unnecessary. He was of opinion that the children other than Mrs. Allen had been sufficiently served. He could not interfere with the charging order already made. But he thought that no sufficient notice had been given to Mrs. Allen. She must be served by advertisement in the same way as the other two children, as her address could not be discovered. Meanwhile the summons must be again adjourned. A month's notice must be given to Mrs. Allen of the day fixed for the adjourned hearing. If she did not then appear the order for sale would be made. In making this order he followed *Hunt v. Austin*.—COUNSEL, *Greens-Hardy, Q.C.*, and P. S. Gregory; Methold. SOLICITORS, W. Brewer; Pyke & Parrott.

**Re RACKHAM, CARTER v. RACKHAM**—Chitty, J., 5th December.

SOLICITORS' REMUNERATION ACT, 1881, GENERAL ORDER, 6—SCALE CHARGES—ADMINISTRATION ACTION—ELECTION—SALE OF REALTY.

In this case, by an order made in a creditor's administration action, the defendant, the devisee of the testator's real estate, was given leave to sell the same, the deceased's estate being probably insolvent. The defendant's solicitors gave notice to the defendant that they intended, with respect to the work done in connection with the sale, to charge not by scale. This notice was given to the defendant only. In the result it appeared that the notice was ineffectual, not having been given before the business was undertaken.

CHITTY, J., however, observed that his present impression was that in a case like the present the solicitor intending to charge non-scale costs should bring the matter to the attention of the judge in chambers, and certainly should give notice to the plaintiff.—COUNSEL, *Swinfen Eady; Martelli*. SOLICITORS, Martelli, for *Leathes Prior*, Norwich; Pollock & Co.

**JACOBS v. VAN BOOLEN, Ex parte ROBERTS**—Q. B. Div.  
2nd April, 1889.\*

RECEIVER OF RENTS OF LEASEHOLD PROPERTY APPOINTED ON APPLICATION OF JUDGMENT CREDITOR—PAYMENT OF RENT.

This was an appeal from an order in chambers by Pollock, B. The appellants were the trustees of the will of Mr. Charles Roberts, deceased, who had granted to one Munday the lease of a house in Little Newport-street, Soho. The lease was subsequently assigned to Van Boolen, the defendant. The plaintiff Jacobs, a creditor of Van Boolen, obtained judgment against him, and applied for and obtained the appointment of a receiver of the rents of the house. The appellants, being unable to obtain payment from the receiver of a half-year's rent of the premises then due, took out a summons before Pollock, B., for an order for pay-

\* We are favoured with a report of this decision.

ment of the rent, or, in the alternative, for leave to bring an action of ejectment against the receiver. An order in terms of the summons was made by consent, but, on failure to pay the rent within the time named in the order, the appellants again applied to his lordship for an order personally on the receiver for payment of the rent or for leave to distrain; but his lordship was of opinion that they were estopped from asking any further relief than that given by the first order, and suggested that the appellants should bring their action of ejectment. From this decision the appellants appealed, and

THE COURT (DENMAN and WILLS, JJ.), overruling his lordship, were of opinion that the receiver's first duty was to pay the head rent of the premises, and accordingly directed the receiver, out of the moneys received by him, to pay the half-year's rent then due and also the future rent.—COUNSEL, *Archibald J. Allen; Thomas Terrell.* SOLICITORS, *Allen & Son; Bogot, Harte, & Co.*

## LAW SOCIETIES.

### INCORPORATED LAW SOCIETY OF LIVERPOOL.

The sixty-second annual general meeting of this society was held on the 13th ult., the president (Mr. R. S. Cleaver) in the chair.

The report of the committee and the treasurer's accounts having been taken as read, the president delivered the address, from which we gave extracts last week:—

It was moved by the president, seconded by the vice-president, and resolved:—"That the report of the committee, together with the treasurer's accounts, be approved and adopted; and that the same be printed and circulated."

It was moved by Mr. Gray Hill, seconded by Mr. Martin, and resolved:—"That the thanks of the meeting be given to the president for his address, and that the same be printed as part of the report."

The following gentlemen were elected to fill the vacancies upon the committee for the term of three years next ensuing:—Messrs. J. W. Alsop, T. Bellringer, F. H. Kendall, C. H. Morton, W. T. Rogers, W. M. Simpson, and A. T. Squarey.

It was moved by Mr. Radcliffe W. Smith, seconded by Mr. Enoch Harvey, and resolved:—"That the thanks of the society be given to the president, officers, and members of the committee for their services during the past year."

The following are extracts from the report of the committee:—

**Members.**—The society now consists of 309 members, and the number of barristers and others, not being members, who subscribe to the library is forty-one.

**Solicitors' Annual Certificate Duty.**—For many years past a section of the profession has been agitating for the repeal of this duty, and during the last two years a Bill has been before Parliament having such repeal for its object. At a general meeting of the Associated Provincial Law Societies, held on the 21st of March, a resolution was passed (with only one dissentient) disapproving of the abolition of the duty. The question was also discussed at a special general meeting of the Incorporated Law Society of the United Kingdom, held on the 12th of April, when a resolution was passed, by forty-seven votes to forty, to the effect that a petition in favour of the repeal of the duty should be prepared and sent to all members of the profession; but the council declined to take any steps for that purpose. Their action was upheld at the annual meeting held in July. The committee are of opinion that upon the whole the retention of the duty operates directly as a protection to the profession and indirectly to the public, and they cordially concur with the view held by the council.

**County Court Practice.**—In contemplation of new rules, which were expected to be issued under the County Courts Act, 1888, the committee devoted considerable time to the preparation of observations designed to suggest improvements in the practice and the allowances for costs, which are inadequate. These observations were sent to the Lord Chancellor, with a request that he would afford the committee an opportunity of considering any rules intended to be issued. His lordship's reply was to the effect that it was not his intention at present to make any substantial alterations in the existing rules, except so far as might be necessary in consequence of changes in the law introduced by the Act, but that the suggestions would be carefully considered and borne in mind. Prints of the observations were also sent to the members of the Rule Committee of County Court Judges. Suggestions for new rules and revised scales of costs were also prepared by the Incorporated Law Society of the United Kingdom and sent to the Lord Chancellor. In December last his lordship sent to this society a print of the rules and scales intended to be issued. These were carefully considered by the committee, who found that some of their suggestions had been adopted in the rules, but that the scales were practically a *résumé* of the old ones. The committee thereupon submitted to his lordship further suggestions incorporating the scales of costs proposed by the Incorporated Law Society, but, in the result, the rules as drafted came into force, his lordship stating that the views of the committee would not be lost sight of in the event of the issue of a further code of rules. At the annual meeting of the Associated Provincial Law Societies in the present year a resolution, moved by the president of this society and seconded by the president of the Manchester Law Association, was adopted, to the effect that it was desirable that the existing scales of costs should be revised and that the Incorporated Law Society of the United

Kingdom should be asked to take steps to secure the adoption of the scales which formed part of the suggestions of that society. The committee do not intend to abandon their efforts to secure improvements in the rules and scales of costs, and hope to achieve some substantial results ere long.

**Land Transfer Bill.**—This Bill was introduced into the House of Lords by the Lord Chancellor on the 25th of February, 1889. It was preceded by the issue in January of new rules and reduced scales of fees for regulating the practice under the Land Transfer Act, 1875. These rules were aimed chiefly at facilitating registration with a possessory title, and provided that the concurrence of a solicitor in the application was to be no longer required. They were shortly afterwards followed by a document of a most remarkable character, dated the 1st of February, 1889, issued from the Land Registry and published in the daily papers. It was called "Note as to New Scales of Office and Solicitors' Fees," and invited the public in italicized paragraphs to come to the registry and transact their conveyancing business for themselves without the intervention of solicitors, and instituted comparisons between the office fees and solicitors' scale costs. These comparisons were of the most misleading character—e.g., office fees for a transfer of registered land were compared with solicitor's scale costs in the case of unregistered land, ignoring the expenses incident to registration with an absolute title, which should have been included in the office fees to make the comparison complete. In the course of some correspondence which passed between this society and the registry it was announced that the note had been withdrawn. The Land Transfer Bill introduced as above-mentioned was practically a reproduction of the Bill of 1888, as amended by the Select Committee of the House of Lords, up to and including clause 54. It is needless to say that the Bill was very carefully watched by your committee throughout its career. The measure still aimed at making registration compulsory, and therefore, eventually, universal, but deferred compulsion until the happening of one of two events—viz., (a) the dealing with the land by sale or settlement or otherwise than by conveyance of an estate in reversion or by way of mortgage or of transfer of mortgage. In this event the Bill cast the duty and cost of registration upon the grantee and not on the landowner, and the penalty, instead of being of the sweeping character originally suggested, was confined to an enactment that until after registration the grantee should not acquire a complete title to the land. (b) The death of the landowner. In this event the successor, in addition to the already heavy claims for succession duty, was to be compelled to pay the fees for registration, whether he should desire to register the land or not—the object apparently being in this way to compel him actually to register. The Bill was referred by the House of Lords to a select committee composed of the same members, with one exception, as that which dealt with the Bill of last year. At a meeting of the Associated Provincial Law Societies held in March resolutions similar in effect to those passed at the conference of law societies held in 1888 (set forth in last year's report) were adopted, and a special committee was appointed to deal with the Bill, composed of nominees of the following law societies—viz., Birmingham, Bristol, Herefordshire, Leeds, Liverpool, Manchester, and Newcastle-upon-Tyne. The president, and, failing him, the vice-president, was accordingly nominated by your committee to represent the views of this society. The special committee met in London on the 5th of April, and, after discussing the provisions of the Bill in detail, adopted a series of amendments of clauses as the groundwork of future action. On the 17th of April the committee had separate interviews with Lords Bramwell, Hobhouse, and Herschell. They obtained from them much valuable information as to the progress made and the views entertained by the select committee, and on some important points—e.g., on the question of officers of the Land Transfer Board doing business for the public, their views were received with distinct approval. Lord Hobhouse promised to take charge of the necessary amendments in committee. In May, in view of the probability that the Bill would reach the Commons, it was resolved that the members of that House ought to be approached individually on the subject of the Bill by their constituents. Accordingly a form of letter to be addressed to Members of Parliament, dealing with the objectionable features of the Bill, and requesting members to receive deputations, was prepared by your committee, and prints for signature were sent to all solicitors practising in Liverpool and within twenty miles thereof. The response to this appeal was almost unanimously favourable. Similar steps were taken throughout the country, but the ultimate withdrawal of the Bill rendered further proceedings unnecessary. The thanks of your committee are due to Mr. Brewis, of St. Helens; Mr. C. Hill, of Ormskirk; Mr. J. J. Cockshott, of Southport; Mr. R. Davies, of Warrington; Mr. T. R. Ellis, of Wigan; Mr. W. T. Hubbard, of Widnes; Mr. J. Lamb, of Birkenhead; and Mr. W. H. Linaker, of Runcorn, for assistance in their immediate districts. In due course the report of the Lords' Committee was issued, when it appeared that the principle of compulsory registration was still retained; and that, while valuable amendments had been made, the Bill was still characterized by many objectionable provisions. Your committee continued to address various members of the House of Lords, requesting them to oppose the Bill on the third reading. On the 25th of June the third reading was carried, but only by the narrow majority of 113 to 104. The order for passing the Bill was postponed to the 5th of July, and, as the practice of the House of Lords admits of substantive amendments at that stage, the Marquis of Bath moved to omit section 74, which provided that where real estate was vested in any person without right of survivorship to any other person, it should, on his death, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives or representative from time to time as if it were a chattel real vesting in them or him. This motion was carried by a majority of 122 to 113, and thereupon the Prime Minister withdrew the Bill.



## LEGAL NEWS.

## OBITUARY.

Mr. CHARLES EDWARD FREEMAN, solicitor, of 20, Gutter-lane, died at his residence, 6, Camden-square, from paralysis on the 27th ult. Mr. Freeman was admitted a solicitor in 1835, and he had practised in the City for over thirty years, having been for some time associated in partnership with his son, Mr. Charles Radford Freeman, who was admitted a solicitor in 1882. He was a perpetual commissioner for London, Westminster, and Middlesex, and he had a good private practice. He had been for thirty years clerk to the Broderers' Company. He leaves a widow, three sons, and two daughters.

## APPOINTMENTS.

The Right Hon. PETER O'BRIEN, Q.C., Attorney-General for Ireland, has been appointed Lord Chief Justice of Ireland, in succession to Sir Michael Morris, who has been appointed a Lord of Appeal in Ordinary. Lord Chief Justice O'Brien is the second son of Mr. John O'Brien. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1865. He formerly practised on the Munster Circuit, and he became a Queen's Counsel in 1880, and a serjeant-at-law and a bencher of the King's-inns in 1884. He was appointed Solicitor-General for Ireland in 1887, and in 1888 he became Attorney-General and a member of the Privy Council in Ireland.

Mr. DODGSON HAMILTON MADDEN, Q.C., M.P., Solicitor-General for Ireland, who succeeds Lord Chief Justice O'Brien as Attorney-General, is the only son of the Rev. Hugh Hamilton Madden, rector of Templemore. He was educated at Trinity College, Dublin. He was called to the bar in Ireland in 1864, and became a Queen's Counsel in 1880. He was elected M.P. for the University of Dublin in the Conservative interest in 1887, and in the same year he became a serjeant-at-law and a bencher of the King's-inns. He was appointed Solicitor-General for Ireland in 1888.

Mr. FRANK CROWDER HETT, solicitor (of the firm of Freer, Hett, & Hett), of Brigg, has been appointed Clerk to the Magistrates for the Winterton Petty Sessional Division of the parts of Lindsey, in the place of his senior partner, Mr. Thomas Freer, who had held the appointment for thirty-one years, and who has now resigned. Mr. Hett was admitted a solicitor in 1869.

Mr. JOHN ATKINSON, LL.D., Q.C., who succeeds Mr. Madden as Solicitor-General for Ireland, was educated at Trinity College, Dublin, where he proceeded to the degree of LL.D. He was called to the bar in Ireland in 1865, and he became a Queen's Counsel in 1880. He is a member of the Munster Circuit, and he has been for some time prosecuting Crown counsel for Dublin.

Mr. JOHN GERRARD, Q.C., has been appointed Prosecuting Crown Counsel for Dublin, in succession to the Solicitor-General for Ireland. Mr. Gerrard was called to the bar in Ireland in 1868, and he became a Queen's Counsel in 1884. He practises on the North-East Circuit, and he has been for several years prosecuting Crown counsel for Monaghan.

Mr. HUGH WILLIAM PEARSON, solicitor, of Malton and Helmsley, has been appointed Clerk to the Magistrates for the Malton and Buckrose Divisions of the East Riding of Yorkshire, in succession to the late Mr. William Simpson. Mr. Pearson was admitted a solicitor in 1871.

Mr. FREDERICK EDWARD NICHOLSON, solicitor, of Doncaster, has been appointed Clerk to the Conisborough Burial Board. Mr. Nicholson was admitted a solicitor in 1876.

Mr. DIGBY POWELL, solicitor, of Newport, Monmouthshire, has been appointed Solicitor to the Newport Boathouse Co. Mr. Powell was admitted a solicitor in 1885.

Mr. JOHN CARNegie, solicitor, of 9, Bucklersbury, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM HENRY JEFFREY JENKINS, solicitor, of Warrington, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. THOMAS AUGUSTUS SOMMERS SCOTT, solicitor (of the firm of Down & Scott), of Dorking, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. SAMUEL MAPLES, solicitor and notary (of the firm of Maples & McCraith), of Nottingham, has been appointed Under-Sheriff of the town and county of the town of Nottingham for the ensuing year. Mr. Maples was admitted a solicitor in 1839.

## GENERAL.

It is stated that Mr. Dowdeswell, Q.C., who has been one of the official referees of the Supreme Court of Judicature for over fifteen years, has placed his resignation in the hands of the Lord Chancellor.

Mr. Justice Wills, in opening the Notts Winter Assizes on Tuesday, said he thought it would be of great advantage if a short Act were passed making it an offence punishable by fine to carry loaded firearms without reasonable excuse for doing so.

"Mr. Justice Hawkins's affectionate solicitude for untried prisoners," says the *St. James's Gazette*, "is only equalled by the heaviness with which he drops upon them when they are convicted. Sir Henry is on circuit in Wales, and he has had to go all the way to Carnarvon, with sheriff, trumpeters, chaplain, javelin-men, and all the brave panoply of an assize

judge. But at Carnarvon he found only one prisoner, who was charged with escaping from custody. Mr. Justice Hawkins thinks, with reason, that the man ought to have been tried at quarter sessions or not at all."

Last Saturday the final deposit of plans for Bills coming before Parliament next session was made in the New Private Bill office, Westminster Hall. The great feature of the private Bill Session will, of course, says the *Times*, be the great influx of electric lighting Bills, of which there are over 400 deposited at the Board of Trade. The figures for the plans deposited last year were—for railways, 47; tramways, 14; miscellaneous, 54; and provisional orders, 46—total, 161. This year's list comprised 67 railways, 12 tramways, 59 miscellaneous, 35 miscellaneous provisional orders, and 159 electric lighting provisional orders, making altogether 335, or more than double the number deposited last year.

In the Queen's Bench Division, Dublin, on Sir Michael Morris, Bart., taking his seat for the last time as Lord Chief Justice of Ireland, Mr. Serjeant Hemphill, upon behalf of the bar of Ireland, conveyed its sense of regret to his lordship at his loss to the Irish bench. In the course of his reply his lordship said: "Though I must necessarily be domiciled for a considerable portion of the year in London, I do not become expatriated or denationalized. My permanent residence and substantial interests remain in my native country. My nationality has been to me always an honest pride, and now I bid you, what, if my heart could speak, it would in all sincerity say, farewell."

A meeting of the subscribers to the Index Library was held on Thursday last week, Mr. Elton, Q.C., M.P., in the chair, to consider the question of forming a general society to print indexes and calendars to records such as have been issued by the Index Library during the two years of its existence. Mr. Elton, in introducing the question, specially dwelt on the need which many students felt for better clues to the more modern records, and pointed out that, though much had been done of late years by the Public Record Office, especially with regard to the earlier periods, yet there was still ample room for private enterprise in the case of the records of the 15th, 16th, and 17th centuries, and that the publication of indexes to them would greatly facilitate the acquisition of a better knowledge of what might be termed the proprietary history of the country. Mr. W. P. W. Phillimore, by whom the Index Library has been edited up to the present date, then stated that it was felt that the time had arrived when it had become expedient to place the Index Library upon a permanent basis, and that it seemed that this aim could best be obtained by the formation of a record society. It was resolved that a society, under the name of the British Record Society, should be constituted for the purpose of taking up from January 1, 1890, the work of the Index Library in compiling, printing, and publishing indexes and calendars to British records. The following provisional committee was then appointed:—Mr. Elton, Q.C., M.P., Mr. Cecil Foljamba, M.P., Mr. G. E. Cokayne (Norroy), Mr. H. Hucks Gibbs, Mr. B. G. Lake, Mr. C. T. Martin (Assistant Keeper of the Records), Mr. J. C. Challenor Smith, Mr. H. F. Waters (Salem, Mass.), Mr. Athill (Richmond Herald), and Mr. W. P. W. Phillimore. It was then arranged, on the motion of Mr. E. A. Fry (Birmingham), that the provisional committee should at the earliest convenient date call a general meeting of the members of the society to settle its constitution and to appoint permanent officers.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, Dec. ....	9 Mr. Ward	Mr. Carrington	Mr. Clowes
Tuesday .....	10 Pemberton	Jackson	Farmer
Wednesday .....	11 Ward	Carrington	Clowes
Thursday .....	12 Pemberton	Jackson	Farmer
Friday .....	13 Ward	Carrington	Clowes
Saturday .....	14 Pemberton	Jackson	Farmer
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEENEWICK.
Monday, Dec. ....	9 Mr. Leach	Mr. Godfrey	Mr. Lavie
Tuesday .....	10 Beal	Rolt	Pugh
Wednesday .....	11 Leach	Godfrey	Lavie
Thursday .....	12 Beal	Rolt	Pugh
Friday .....	13 Leach	Godfrey	Lavie
Saturday .....	14 Beal	Rolt	Pugh

## WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 29.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

ATKINS FILTER AND ENGINEERING CO. LIMITED—North, J. has, by an order dated Nov 14, appointed Frederic Joseph Tingle, 110, Cannon st., to be official liquidator.

HOMER DISTRICT CONSOLIDATED GOLD MINES, LIMITED—Pett for winding up, presented Nov 28, directed to be heard before Kay, J. on Saturday, Dec 7 Munn & Longden, Old Jewry, solors for peters.

JOHANNESBURG HOTEL CO. LIMITED—Pett for winding up, presented Nov 28, directed to be heard before Chitty, J. on Saturday, Dec 7 Sael & Co, George st. Mansion House, solors for peters.

LENNOX PUBLISHING CO. LIMITED—By an order made by Kay, J. dated Nov 16, it was ordered that the company be wound up Colyer, Wych at, Strand, solor for creditors.

MONTE CHRISTO GOLD MINES, LIMITED—Stirling, J. has fixed Wednesday, Dec 11, at 12, at his chambers, for the appointment of an official liquidator.

SHERA REEF EXTENSION GOLD MINING CO. LIMITED—Stirling, J. has fixed Tuesday, Dec 10, at 12, at his chambers, for the appointment of an official liquidator.

**SHERMAN IRON AND STEEL TREATING CO., LIMITED**—Petn for winding up, presented Nov 26, directed to be heard before Kay, J., on Saturday, Dec 7. Harston, Bishopsgate at Within, solor for petner

**TARBALL CREEK GOLD CO., LIMITED**—Petn for winding up, presented Nov 27, directed to be heard before Stirling, J., on Dec 7. Vallance & Co, George yard, Lombard st, solors for petner

**THE "CHANCELLOR" STEAMSHIP CO., LIMITED**—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Messrs Edward Harris and Benjamin Coulson Atkinson, Middleboro' on Tees

**UTTOXETER BREWERY, LIMITED**—Petn for winding up, presented Nov 26, directed to be heard before Kay, J., on Dec 7. Field & Co, Lincoln's inn fields, agents for Smith & Co, Birmingham, solors for petners

## FRIENDLY SOCIETIES DISSOLVED.

**ANCIENT BRITONS SOCIETY, Black Lion, Flint, Nov 23**  
**COURT GLORY NO 1, Ancient Foresters, Tim Bobbin Inn, Milnrow, Lancashire Nov 23**  
**COURT ROYAL VICTORIA, Ancient Order of Foresters, Harpurhey, Manchester Nov 23**

*London Gazette.*—TUESDAY, Dec. 3.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

**GANNA AAB PROCLAIMED GOLD FIELD, LIMITED**—Petn for winding up, presented Nov 29, directed to be heard before Stirling, J., on Saturday, Dec 14. Ashurst & Co, Old Jewry, solors for petner

**MOLDAOCT ROYALTY TRUST, LIMITED**—Chitty, J., has fixed Thursday, Dec 12, at 12, at the Royal Courts, for the appointment of an official liquidator

**SELF-WINDING AND SYNCHRONISING CLOCK CO., LIMITED**—Creditors are required, on or before Saturday, Dec 28, to send their names and addresses, and the particulars of their debts or claims, to James Drayson Austen Norris, Suffolk House, Laurence Pountney hill, Cannon st, Tuesday, Jan 14, at 12, is appointed for hearing and adjudicating upon the debts and claims

**THE MELLANEAR COPPER MINE CO., LIMITED**—Creditors having any claims are required to send the particulars thereof, on or before Dec 31, to Sam J Wilde and W F Garland, 3, Queen st place

**THE PONDOLAND EXPLORATION AND MINING CO., LIMITED**—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Henry William Lowe and Job Alfred Scrivener, 24, Walbrook

**THE SCIENTIFIC APPLIANCE MANUFACTURING CO., LIMITED**—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Isiah Alexander Hulme, 41, Glen Eildon rd, Streatham

**THE WEAIR ROLLING MILLS CO., LIMITED**—All persons having any claims or demands are required to send the particulars thereof, on or before Dec 31, to Robert Thomas Wilkinson, 33, West Sunnyside, Sunderland

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

**SAMUEL SHAW & CO., LIMITED**—By an order made by Bristowe, VC, dated Nov 26, it was ordered that the company be wound up. Layton & Co, Liverpool, solors for petner

## FRIENDLY SOCIETIES DISSOLVED.

**BROTHERLY SOCIETY, Golden Lion Inn, St Sampson's sq, York, Nov 29**  
**FRIENDLY SOCIETY, King's Arms, Loose, Kent, Nov 27**  
**LOYAL FITZGERBERT LODGE, Wolverhampton Unity Register, Fitzherbert Arms, Swinerton, Stafford, Nov 27**

**UNITED FRIENDLY SOCIETY FOR THE BENEFIT OF NORTH SEA TRINITY PILOTS, Fox and Hounds Inn, Lowestoft, Suffolk, Nov 29**

## SUSPENDED FOR THREE MONTHS.

**HUMPHREY CHEETHAM LODGE, Globe Inn, Bedford st, Egerton, Bolton, Lancashire, Nov 26**  
**LOYAL IMPROVEMENT LODGE, Greens Arms Inn, Turton Higher End, Turton, Bolton, Lancashire, Nov 26**  
**LOYAL SOCIAL LODGE, Cheethams Arms Inn, Chapel Town, Turton, Bolton, Lancashire, Nov 26**  
**LOYAL TRIUMPHANT LODGE, Cross Gubs Inn, Egerton, Bolton, Lancashire, Nov 26**

## CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, Nov. 26.

**BRADLEY, JOHN JAMES, Upper Poppleton, Yorks, Gent.** Jan 1. Ware & Son, York

**BRODIE, MARGARET, Haverstock hill, Dec 31.** Upton, John st, Adelphi

**BUTTERWORTH, JOHN, Southport, Gent.** Dec 31. Buck & Co, Southport

**CARTY, THOMAS RUFFIN, Borough High st, Surrey, Backmaker.** Jan 14. Micklem & Hollingsworth, Gresham st

**CHAPMAN, GEORGE HENRY, Attercliffe, in Sheffield, Tailor.** Dec 31. Vickers & Co, Sheffield

**CLARKE, ARTHUR, St Dunstan's alley.** Jan 1. Dutton, Gresham House, Old Broad st

**COKE, Hon. EDWARD KEPPEL WESTWORTH, Longford Hall, Derby.** Jan 1. Smith & Leach, Derby

**COX, JOSEPH, Birmingham, Miller** Jan 31. Johnson & Co, Birmingham

**DODD, THOMAS, Stainton, nr Penrith, Cumberland, Gent.** Dec 31. Bendie, Carlisle

**DUNKIN, JOANNA, Portwood lawn, Southampton.** Jan 1. Wilkins & Co, Gresham House; and Cooke, New inn, Strand

**DURANT, THOMAS PETER, Maresfield, Sussex, Grocer.** Jan 1. Hillman, Leves

**ENGLEHART, EDWARD ERNEST, Brighton, Banker's Clerk.** Dec 31. Baker & Co, Cannon st

**FINE, SAMUEL, Hartshorne, Derby, Joiner.** Jan 31. Fisher & Co, Ashby de la Zouch

**FORD, MARY ANN, Westbourne rd, Forest hill.** Dec 31. Rowland & Hutchinson, Croydon

**GIFFORD, REBECCA, West Worthing, Sussex.** Dec 31. Budd, Liverpool

**GROCCO, JOHN EDWARD, New Barnet, Herts, Gent.** Jan 1. Warrington, Warrington

**HILLIER, WILLIAM EDWARD, Weston super Mare, Bank Manager.** Dec 24. Baker & Co, Weston super Mare

**HUSKINSON, JOSEPH, Loughton, Essex, retired Miller.** Dec 31. Young & Sons, Mark lane

**JACKSON, EDWARD, Leamington, Doctor of Medicine.** Dec 24. Wright & Hasall, Leamington

**JOHNSON, JOHN, Spondon, Derby, Ironfounder.** Jan 11. Peacock & Goddard, South sq, Gray's inn

**KERWORTH, GEORGE, Flixton, Lancs, Carrier.** Dec 23. Lawson & Co, Manchester

**LAWSON, CHARLES THOMAS, Shooter's Hill, Kent, Clerk in Holy Orders.** Dec 31. Harrison, Liverpool st

**MILWARD, EDWARD, Birmingham, Corn Dealer.** Jan 11. Johnson & Co, Birmingham

**O'CONNELL, MARY FRANCES, Walton on the Naze, Essex.** Jan 16. Kimber & Co, Lombard st

**POTTER, JANE, Oddington, Glos.** Jan 20. Billings, Cheltenham

**POULSON, BENJAMIN, Craven grdns, Ealing, Gent.** Dec 31. Wright & Pilley, Bedford row, and Ealing

**ROSE, MARIA JUSTINA, Baroness de, Sidmouth, Devon.** Dec 31. Tilly, Falmouth

**ROWLAND, MARIA, Weston super Mare.** Dec 21. Tyler & Mortimer, Romary Hants

**SALISBURY, MARY GALLEY DAY, Betchton house, nr Sandbach, Chester.** Dec 31. Hooper, Worcester

**SHAW, ABSELOM, Bradford, Licensed Victualler.** Dec 31. Gordon & Co, Bradford

**SHAPLAND, CATHERINE, St. George, Glos.** Dec 21. Sibley & Dickinson, Bristol

**TIBBETTS, RACHEL, Hagley, Worcs.** Dec 21. Wright & Tanfield, Cradley Heath; and Collis, Stourbridge

**TWIGG, JOHN, Rivelin, nr Sheffield, Farmer.** Dec 20. Webster & Styling, Sheffield

**WATT, FRANCIS, Gloucester, Esq.** Dec 31. Crust & Co, Beverley

**WILLS, CAROLINE MARY, High st, Harlesden.** Dec 27. Lewis, South sq, Gray's inn

**WRIGHT, GEORGE WILLIAM, Bethnal gn rd, Bellows Manufacturer.** Jan 2. Woodbridge & Sons, Serjeant's inn, Fleet st

**YOUNG, MICHAEL, Upper Thames st, Manager to the Rotherham Foundry Co.** Jan 7. Truett & Gane, Bishopsgate st

*London Gazette.*—FRIDAY, Nov. 29.

**AMERY, THOMAS, Mapstone, Lustleigh, Devon, Retired Yeoman.** Dec 23. Baker & Watts, Newton Abbot

**ARTINDALE, CHARLOTTE, Green Hill, Burnley.** Dec 31. Artindale & Southern, Burnley

**ARTINDALE, THOMAS FREDERIC, Scarborough, Gent.** Dec 31. Artindale & Southern, Burnley

**ASHLEY, SARAH EDMONSTONE, Kensington Palace Maussons, De Vere Gardens, Kensington.** Dec 27. Caprons & Co, Savile pl, Conduit st

**BAILY, WILLIAM, Wood st, Warehouseman.** Jan 1. Bannister, Basinghall st

**BARCLAY, JOHN, Falmouth, Esq.** Jan 31. Johnson & Co, Birmingham

**BARROW, THOMAS, Newbiggin, Hutton Roof, Westmoreland, Gent.** Jan 18. Thomson & Wilson, Kendal

**BEVAN, WILLIAM DAVIES, Rhydwihman, Montgomery, Esq.** Jan 15. Jones, Welshpool

**BLORE, JAMES, Bury, Commission Agent.** Dec 28. Bertwistle, Bury

**CHARLESWORTH, THOMAS LISTER, Heath Bank, Oldham, Retired Bank Manager.** Jan 6. Elizabeth Charlesworth, Heath Bank Oldham

**CLOWERS, THOMAS, High st, Hampstead.** Dec 31. Berkeley & Calcott, Lincoln's inn fields

**CROSSE, Rev ERNEST WILLSON, Portsea, Clerk.** Dec 31. Crosse & Sons, Lancaster pl, Strand

**DANIEL, CHARLES, Daventry, Northampton, Draper.** Dec 31. Burton & Willoughby, Daventry

**DAVIS, RICHARD, Eastcheap.** Jan 31. E. F. & H. Landon, New Broad st

**DEAN, JOHN RICHARD, Strand, Boot Manufacturer.** Dec 30. Button & Co, Henrietta st, Covent garden

**FAIRHEAD, DAVID PAGE, Braintree, Essex, Ironmonger's Assistant.** Dec 30. Holmes, Braintree

**FOUNT, ELIJAH, Redditch, Ipsley, Warwick, Licensed Victualler.** Jan 10. Coleman & Co, Redditch

**GOLDENMITH, JOSEPH, South Croydon, Surrey, Gent.** Dec 23. Hogan & Hughes, Martin's lane, Cannon st

**GRAY, HENRY SAMUEL, Cambridge, Painter.** Dec 31. Whitehead, Cambridge

**HARDEN, JOHN WILLIAM, Birkenhead, Judge of the County Court.** Dec 31. Cave, Oxtou, Birkenhead

**HODGSON, SUSANNAH, Clapham rd.** Dec 30. Upfill, Chancery lane

**JACKSON, FERDINAND, Sutton within Macclesfield, Silk Manufacturer.** Feb 1. Barclay & Taylor, Macclesfield

**LAING, JOSEPH, Barnes, Surrey, Esq.** Dec 31. Stoneham & Son, Fenchurch st

**LEWIS, ANN, Wokingham, Berks.** Dec 31. Cooke, Wokingham

**LITTLEWOOD, BEN, Openshaw, Lancs, Gent.** Dec 19. Clayton & Wilson, Ashton under Lyne

**MAYO, JOHN, Oxford, Wine Merchant.** Dec 31. Jotcham & Son, Wantage, Berks

**MOORES, WILLIAM, the elder, Birkenhead, Licensed Stevedore.** Jan 10. Mayhew & Co, Wigan

**PAGE, ELIZABETH JANE, Colville Mansions, Westbourne pk.** Jan 14. Fisher, New inn, Strand

**PARKER, THOMAS, Hinxworth, Herts, Farmer.** Dec 31. Chapman & Chaundler, Biggleswade, Beds

**PARKIN, ROBERT, Apperley Bridge, Eccleshill, York, Gent.** Jan 1. Greaves & Taylor, Bradford

**PERCEVAL, ANNA ELIZA, Lowndes st.** Jan 1. Young & Co, St Mildred's court, Poultry

**PIZZE, TOMAS, Edgbaston, Birmingham, Gent.** Jan 8. Solomon, Birmingham

**RICKARDS, Sir GEORGE KETTERLEY, KCB, Fyfield House, Oxford.** Jan 10. Waterhouse & Co, New ct, Lincoln's inn

**RIGGS, SAMUEL TAYLOR, Halifax, Gent.** Dec 31. Barstow & Midgley, Halifax

**SHERIDAN, CHARLES, Aston-juxta-Birmingham, Refreshment House Keeper.** Dec 29. Hadley, Birmingham

**SMEE, LUCY, Maldon, Essex.** Dec 31. Crick & Freeman, Maldon

**STEVENS, ANN ELIZABETH, York Town, Surrey.** Dec 31. Cooke, Wokingham

**STEVENS, JOHN, Wedmore, Somerset, Retired Beerhouse Keeper.** Dec 30. March, Abridge

**STILES, LOUISA JANE, Dover.** Dec 31. Walker & Co, Theobald's rd, Gray's inn

**WHITAKER, THOMAS HODDERN, Holme, nr Burnley, Esq.** Dec 31. Artindale & Southern, Burnley

**WILLIAMS, THOMAS, Abridge, Somerset, Gent.** Dec 30. March, Abridge

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

**A GOOD INVESTMENT.**—To purchase a house by a small deposit and a monthly payment of from 2s. to 10s. in addition to the rent (for a period only), is one of the safest and best investments to make. It requires but a small expenditure of capital, whilst it provides a future permanent income.—Apply for further information to the SECRETARY, Temperance Permanent Building Society, 4 Ludgate-hill, London, E.C.—[ADVT.]



## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 29.

## RECEIVING ORDERS.

ABNETT, JOSEPH CHARLES, Maidstone, Brick Merchant Maidstone Pet Nov 26 Ord Nov 26  
 BALL, PETER, Manchester, Journalist Manchester Pet Nov 19 Ord Nov 27  
 BARINGER, WILLIAM JAMES JOSEPH SMITH, Ludgate circus bldgs, Wholesale Provision Merchant High Court Pet Nov 27 Ord Nov 27  
 BARTHOLOMEW, WILLIAM HENRY, Woolwich, Oilman Greenwich Pet Nov 19 Ord Nov 26  
 BENSON, E., Jettyway st, St. James's, Gent High Court Pet Oct 1 Ord Nov 25  
 BIRKETT, ROBERT PARKER, Manchester, Solicitor Manchester Pet Nov 2 Ord Nov 27  
 BOWEN, JOHN, Clithedyn, Carmarthenshire, Farmer Carmarthen Pet Nov 25 Ord Nov 25  
 BRIGHT, MATTHEW PHILIP WILLIAMS, Alton, Hants, Bootmaker Winchester Pet Nov 23 Ord Nov 25  
 BROWN, JAMES, Ince in Makerfield, Lancs, Builder Wigan Pet Nov 14 Ord Nov 26  
 BUTTERFIELD, SAMUEL, Drighlington, Yorks, Innkeeper Bradford Pet Nov 27 Ord Nov 27  
 BUTTON, THOMAS GUNSON, Caistor, Lincolnshire, Ironmonger Great Grimsby Pet Nov 25 Ord Nov 25  
 CHITTENDEN, JOHN, Ashford, Kent, Furniture Dealer Canterbury Pet Nov 25 Ord Nov 25  
 COLLINS, CHARLES, Ramsgate, Plumber Canterbury Pet Nov 23 Ord Nov 25  
 COX, JAMES, Cottenham, Cantab, Farmer Cambridge Pet Nov 23 Ord Nov 26  
 DUNN, JOHN, Choriton upon Medlock, Manchester, Travelling Draper Manchester Pet Nov 15 Ord Nov 27  
 ETTY, JAMES BRISTOWE, Portsea, Grocer Portsmouth Pet Nov 26 Ord Nov 26  
 EVANS, WILLIAM, Llangendairne, Carmarthen, Draper Carmarthen Pet Nov 26 Ord Nov 26  
 FIELD, BENJAMIN, Dewsbury, formerly Tobaccoist Dewsbury Pet Nov 26 Ord Nov 26  
 GOAD, JOHN, Witherslack, Westmorland, Farmer Kendal Pet Nov 26 Ord Nov 26  
 GOLDSON, HAMAN, Liverpool, Outfitter Liverpool Pet Nov 26 Ord Nov 26  
 GOODMAN, GEORGE, Birmingham, Coal Merchant Birmingham Pet Nov 14 Ord Nov 26  
 GRAY, GEORGE, Bury St Edmunds, Draper Bury St Edmunds Pet Nov 26 Ord Nov 26  
 HEDGER, JAMES, Portsea, Baker Portsmouth Pet Nov 25 Ord Nov 25  
 HILL, CHARLES HARWOOD, Rhodes, Middleton, Lancs, Clerk in Holy Orders Oldham Pet Oct 31 Ord Nov 25  
 HILL, THOMAS, Leicester, Provision Merchant Leicester Pet Nov 25 Ord Nov 25  
 HORSFIELD, SAMUEL, Ilkeston, Derbyshire, Draper Derby Pet Nov 25 Ord Nov 25  
 HORSPOOL, THOMAS NORTH, Houghton on the Hill, Leicestershire, Labourer Leicester Pet Nov 27 Ord Nov 27  
 HURST, SAMUEL, Southport, Architect Liverpool Pet Nov 25 Ord Nov 25  
 JONES, WILLIAM, Teignmouth, Devon, Currier Exeter Pet Nov 25 Ord Nov 25  
 KIRKPATRICK, SIR JAMES, The Gardens, Peckham Bye Surrey High Court Pet Nov 7 Ord Nov 27  
 MARSDEN, WILLIAM, Halifax, Builder Halifax Pet Nov 26 Ord Nov 26  
 MARSH, GEORGE, Winchester, Builder Winchester Pet Nov 26 Ord Nov 26  
 MEDCALF, W. H., Victoria Dock rd, Essex, Butcher's Manager High Court Pet Nov 6 Ord Nov 27  
 MITTON, WILLIAM, Carnforth, Lancs, formerly Innkeeper Preston Pet Nov 25 Ord Nov 25  
 MOSS, WILLIAM CAMPBELL, Scunthorpe, Frodingham, Corn Merchant Gt Grimsby Pet Nov 25 Ord Nov 25  
 NASH, SAMUEL, Hull and Ward, Derbyshire, Wheelwright Burton on Trent Pet Nov 25 Ord Nov 25  
 PIDDON, ALFRED, Stoney Hill, St Augustine, Bristol, Beer Retailer Bristol Pet Nov 25 Ord Nov 25  
 PIPER, EPHRAIM, Rotherfield, Sussex, Wheelwright Tunbridge Wells Pet Nov 20 Ord Nov 20  
 REDDATH, HENRY, Hulme, Manchester, Tobaccoist Manchester Pet Nov 20 Ord Nov 27  
 RILEY, WILLIAM, sen, Thurlaston, Leics, Bootmaker Leicester Pet Nov 12 Ord Nov 25  
 ROBINSON, ARNOLD TURNER, Leytonstone, Electrotypist High Court Pet Nov 25 Ord Nov 25  
 RUSSELL, THOMAS, Buxton, Grocer Stockport Pet Nov 27 Ord Nov 27  
 RUST, CHARLES WILLIAM, Kingston upon Hull, Iron Merchant Kingston upon Hull Pet Nov 27 Ord Nov 27  
 SHACKLTON, JOHN, Nelson, Lancs, Powerloom Tackler Burnley Pet Nov 25 Ord Nov 25  
 SHIRLEY, WILLIAM HENRY, and AMOS SHIRLEY, Coventry, Elastic Web Manufacturers Coventry Pet Nov 25 Ord Nov 25  
 SIDEBOTHAM, WILLIAM, Oldham, Beerseller Oldham Pet Nov 26 Ord Nov 26  
 STEVENS, GEORGE, Warwick, Nurseryman Warwick Pet Nov 25 Ord Nov 25  
 STEVENS, SAMUEL, Hull, Grocer Gt Grimsby P. t Nov 25 Ord Nov 25  
 TUGGER, ROBERT, Somerset, Bootmaker Wells Pet Nov 27 Ord Nov 27  
 WALMSLEY, FREDERICK WINKFIELD, Preston, Brewer Preston Pet Nov 27 Ord Nov 27  
 WALSH, HENRY WESTERHA, Rolleston, Wilts, Clerk in Holy Orders Salisbury Pet Nov 26 Ord Nov 26

WARDEN, EDGAR, Freston, Suffolk, Hurdle Maker Ipswich Pet Nov 25 Ord Nov 25  
 WARNE, FREDERICK, Stockton on Tees, Pattern Maker Stockton on Tees Pet Nov 23 Ord Nov 23  
 WELLS, PETER MICHAEL, Broad st, Golden sq, Corn Dealer High Court Pet Nov 26 Ord Nov 26  
 WESTERMAN, THOMAS WATSON, Batley, Yorks, Waste Puller Dewsbury Pet Nov 26 Ord Nov 26  
 WILSON, DANIEL, Liverpool, out of business Birkenhead Pet Nov 2 Ord Nov 27  
 WOOTTON, JOHN EDWARD, Nottingham, Tailor Nottingham Pet Nov 27 Ord Nov 27  
 YOUNG, A. STUART, First Avenue Hotel, Holborn, Esq High Court Pet Sept 13 Ord Nov 25

The following amended notice is substituted for that published in the London Gazette of Nov 21.

CHANDLER, KENHELM, late of Lower Edmonton, Surveyor High Court Pet Oct 18 Ord Nov 19

## FIRST MEETINGS.

ABNETT, JOSEPH CHARLES, Maidstone, Brick Merchant Dec 10 at 3 Off Rec, Week st, Maidstone  
 BARNES, HENRY, Oroydon, Surrey, Horsedealer Dec 10 at 3 119, Victoria st, Westminster  
 BRETT, WILLIAM GRIMWOOD, Folkestone, Draper Dec 7 at 12 33, Carey st, Lincoln's inn  
 BRIGHT, MATTHEW PHILIP WILLIAMS, Alton, Hants, Bootmaker Dec 10 at 2.30 Off Rec, 4, East st, Southampton  
 BROWN, ARTHUR ANTHONY, Gloucester, Saddler Dec 7 at 3 Off Rec, 15, King st, Gloucester  
 BROWN, JAMES, Ince in Makerfield, Lancs, Builder Dec 10 at 10.30 Wigan County Court  
 BURBARD, SIR HARRY P., Bart, The Spanish Exhibition, Earl's Court, Dec 13 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 CHITTENDEN, JOHN, Ashford, Kent, Furniture Dealer Dec 10 at 8 Saracen's Head Hotel, Ashford  
 COLLINS, CHARLES, Ramsgate, Plumber Dec 12 at 3.30 72, High st, Ramsgate  
 COX, JAMES, Cottenham, Cantab, Farmer Dec 9 at 1 Off Rec, 5, Petty Cury, Cambridge  
 EVANS, ROBERT, Southdown park, Wimbledon, Architect Dec 10 at 11 Cannon st Hotel  
 FELL, JAMES, sen, and JAMES FELL, jun, Wavertree, Lancs, Builders Dec 10 at 3 Off Rec, 35, Victoria st, Liverpool  
 FRICKER, FREDERICK WILLIAM, jun, High st, Nottingham hill, Grocer Dec 11 at 11 33, Carey st, Lincoln's inn fields  
 GILBERT, THOMAS, Ansty, Leics, Boot Manufacturer Dec 6 at 3 Off Rec, 34, Friar lane, Leicester  
 HACKETT, HENRY, Liverpool rd, Islington, Rag Merchant Dec 12 at 12 33, Carey st, Lincoln's inn fields  
 HASKETT, CHRISTOPHER HENRY, Devonport, Provision Merchant Dec 10 at 11 10, Athenaeum ter, Plymouth  
 HAZLEWOOD, MARY JANE, Deptford, Kent, Oil Merchant Dec 10 at 12 119, Victoria st, Westminster  
 HEDGER, JAMES, Portsea, Baker Dec 9 at 4 166, Queen st, Portsea  
 HERLEY, EDWARD THOMAS, Dewsbury, Bookseller Dec 6 at 3 Off Rec, Bank chmbrs, Batley  
 HILL, CHARLES HARWOOD, Rhodes, Middleton, Lancs, Clerk in Holy Orders Dec 9 at 3 Off Rec, Priory chmbrs, Union st, Oldham  
 HILL, THOMAS, Leicester, Provision Merchant Dec 9 at 12.30 Off Rec, 37, Friar lane, Leicester  
 HOLDEN, JOHN WHITE, Carmarthen, Coal Merchant Dec 7 at 10.30 Off Rec, 11, Quay st, Carmarthen  
 HURST, SAMUEL, Southport, Architect Dec 10 at 2 Off Rec, 35, Victoria st, Liverpool  
 JONES, SAMUEL, Seacombe, Cheshire, Baker Dec 11 at 2 Off Rec, 35, Victoria st, Liverpool  
 JONES, WILLIAM, Teignmouth, Devon, Currier Dec 9 at 12 Off Rec, 13, Bedford circus, Exeter  
 MACLEAH, HENRY W., North Camp, Aldershot, Major Dec 12 at 12 Off Rec, 5, Castle st, Canterbury  
 MARSDEN, WILLIAM, Halifax, Builder Dec 11 at 10.30 Off Rec, Halifax  
 MARSH, GEORGE, Winchester, Builder Dec 10 at 3 Off Rec, 4, East st, Southampton  
 McGRATH, JAMES, jun, High Holborn, Jeweller Dec 11 at 12 33, Carey st, Lincoln's inn  
 NASH, SAMUEL, Hull and Ward, Derbyshire, Wheelwright Dec 9 at 3 Off Rec, St James's chmbrs, Derby  
 PINFOLD, JONATHAN DUMBLETON, Rugby, Engineer Dec 12 at 12 Off Rec, 17, Hertford st, Coventry  
 PIPER, EPHRAIM, Rotherfield, Sussex, Wheelwright Dec 6 at 2.30 Spencer & Reeve, Mount Pleasant, Tunbridge Wells  
 PLATE, HENRI EDOUARD, Manchester, General Merchant Dec 6 at 4 Off Rec, Ogden's chmbrs, Bridge st, Manchester  
 PORTER, RICHARD, the younger, Lewes, Sussex, Veterinary Surgeon Dec 6 at 12 Off Rec, 4 Pavilion bldgs, Brighton  
 REID, JAMES BENITO, Finsbury pymit, Tobaccoist Dec 11 at 2.30 Bankruptcy bldgs, Lincoln's inn  
 RILEY, WILLIAM, the elder, Thurlaston, Leics, Bootmaker Dec 9 at 3 Off Rec, 34, Friar lane, Leicester  
 SHAND, JOHN, Hallfields, Bliston, Staffs, Plumber Dec 17 at 12 Off Rec, St Peter's close, Wolverhampton  
 SHARPE, FREDERICK, Grafton st, Tottenham ct rd, Fishmonger Dec 12 at 11 33, Carey st, Lincoln's inn  
 SHAW, THOMAS FRANCIS, and JOHN MORGAN, Plough ct, Fleet st, Printers Dec 11 at 11 Bankruptcy bldgs, Lincoln's inn  
 SHIRLEY, WILLIAM HENRY, and AMOS SHIRLEY, Coventry, Elastic Web Manufacturers Dec 9 at 2 Off Rec, 17, Hertford st, Coventry

SNOOK, EDWIN, Carmarthen, Baker Dec 7 at 11 Off Rec, 11, Quay st, Carmarthen  
 STEVENS, GEORGE, Warwick, Nurseryman Dec 9 at 3 Off Rec, 17, Hertford st, Coventry  
 STEWART, GEORGE HENRY, Blackburn, Draper Dec 9 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester  
 WATERS, EDMOND CHESTER, Shaftesbury rd, Hammersmith, Barrister at law Dec 10 at 11 33, Carey st, Lincoln's inn  
 WILKINS, JOHN, Whitecross st, Butcher Dec 10 at 12 33, Carey st, Lincoln's inn  
 WINTER, JOSEPH, Manchester, Manager Dec 6 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

## ADJUDICATIONS.

ABNETT, JOSEPH CHARLES, Maidstone, Brick Merchant Maidstone Pet Nov 25 Ord Nov 25  
 BOUVIER, Admiral W F, formerly Longridge rd, Earl's Court, High Court Pet Oct 1 Ord Nov 26  
 BRIGHT, MATTHEW PHILIP WILLIAMS, Alton, Hants, Bootmaker Winchester Pet Nov 23 Ord Nov 25  
 BROWN, JAMES, Ince-in-Makerfield, Lancs, Builder Wigan Pet Nov 14 Ord Nov 27  
 BUTTERFIELD, SAMUEL, Drighlington, Yorks, Innkeeper Bradford Pet Nov 27 Ord Nov 27  
 BUTTON, THOMAS GUNSON, Caistor, Lincs, Ironmonger Gt Grimsby Pet Nov 25 Ord Nov 25  
 CHITTENDEN, JOHN, Ashford, Kent, Furniture Dealer Canterbury Pet Nov 23 Ord Nov 25  
 COLLINS, CHARLES, Ramsgate, Plumber Canterbury Pet Nov 23 Ord Nov 25  
 COX, JAMES, Cottenham, Cambs, Farmer Cambridge Pet Nov 25 Ord Nov 25  
 COWEN, ARTHUR WILLIAM, and ALFRED CHARLES COX, Gloucester, Nurserymen Gloucester Pet Nov 19 Ord Nov 25  
 EVANS, WILLIAM, Ryde, IW, Draper Ryde Pet Nov 15 Ord Nov 23  
 FORD, GEORGE ROBERT, Beaconsfield rd, St Margaret's, Twickenham, Carver Brentford Pet Nov 19 Ord Nov 21  
 FRICKER, FREDERICK WILLIAM, jun, High st, Nottingham hill, Grocer High Court Pet Nov 18 Ord Nov 26  
 GOAD, JOHN, Witherslack, Westmoreland, Farmer Kendal Pet Nov 25 Ord Nov 26  
 GODDARD, THOMAS, Eastbourne, Fishmonger Hastings Pet Nov 16 Ord Nov 26  
 GODFREY, EDWIN JOHN, Hitchin, Herts, Grocer Luton Pet Nov 23 Ord Nov 25  
 GOLDSON, HAMAN, Liverpool, Outfitter Liverpool Pet Nov 26 Ord Nov 26  
 GRAY, GEORGE, Bury St Edmunds, Draper Bury St Edmunds Pet Nov 26 Ord Nov 26  
 HARROP, THOMAS, Mexborough, Yorks, Auctioneer Sheffield Pet Dec 22, 1888 Ord Nov 27  
 HASKETT, CHRISTOPHER HENRY, Devonport, Provision Merchant East Stonehouse Pet Nov 4 Ord Nov 25  
 HEDGER, JAMES, Portsea, Baker Portsmouth Pet Nov 25 Ord Nov 25  
 HOLLINGWORTH, SAMUEL, Southport, Bootmaker Liverpool Pet Nov 4 Ord Nov 26  
 HORSPOOL, THOMAS NORTH, Houghton on the Hill, Leicestershire, Labourer Leicester Pet Nov 27 Ord Nov 27  
 HURST, SAMUEL, Southport, Architect Liverpool Pet Nov 25 Ord Nov 25  
 JONES, WILLIAM, Teignmouth, Devon, Currier Exeter Pet Nov 25 Ord Nov 27  
 KOSMINSKI, MARTIN, and MOSKOWSKI, Cannon st, Wholesale Furriers High Court Pet Oct 21 Ord Nov 27  
 LAVENDER, THOMAS, Stourbridge, Worcestershire, Tailor Stourbridge Pet Oct 23 Ord Nov 25  
 MARSH, GEORGE, Winchester, Builder Winchester Pet Nov 26 Ord Nov 26  
 MARSH, GEORGE, Winchester, Builder Winchester Pet Nov 26 Ord Nov 26  
 MARSHALL, EDWIN, sen, Birmingham, late Fruiterer Birmingham Pet Nov 9 Ord Nov 25  
 MILES, WILLIAM, Shrewton, Wilts, General Dealer Salisbury Pet Nov 19 Ord Nov 26  
 MITTON, WILLIAM, Carnforth, Lancs, formerly Innkeeper Preston Pet Nov 25 Ord Nov 25  
 MOSS, WILLIAM CAMPBELL, Scunthorpe, Frodingham, Lincs, Coal Merchant Great Grimsby Pet Nov 21 Ord Nov 25  
 NASH, SAMUEL, Hull and Ward, Derbyshire, Wheelwright Burton on Trent Pet Nov 25 Ord Nov 25  
 OXFORD, GEORGE, Queen's Elm parade, Chelsea, Undertaker High Court Pet Nov 20 Ord Nov 20  
 PIDDON, ALFRED, Stoney Hill, St Augustine, Bristol, Beer Retailer Bristol Pet Nov 25 Ord Nov 25  
 PIPER, EPHRAIM, Rotherfield, Sussex, Wheelwright Tunbridge Wells Pet Nov 20 Ord Nov 20  
 POTTER, GEORGE, Leicester, Builder Leicester Pet Nov 7 Ord Nov 27  
 ROBINSON, ARNOLD TURNER, Leytonstone, Electrotypist High Court Pet Nov 25 Ord Nov 25  
 RUSSELL, THOMAS, Buxton, Grocer Stockport Pet Nov 27 Ord Nov 27  
 SIDEBOTHAM, WILLIAM, Oldham, late Beerseller Oldham Pet Nov 26 Ord Nov 26  
 VEALE, GEORGE, Palatine rd, Stoke Newington, Builder High Court Pet Nov 19 Ord Nov 25  
 WALKER, EDWIN, Dewsbury, Engineer Dewsbury Pet Oct 29 Ord Nov 21  
 WARDEN, EDGAR, Freston, Suffolk, Hurdle Maker Ipswich Pet Nov 25 Ord Nov 25  
 WARNE, FREDERICK, Stockton on Tees, Pattern Maker Stockton on Tees Pet Nov 23 Ord Nov 23  
 WATSON, SYDENHAM JOHN CUREY, Poplar walk rd, Hertie Hill, formerly Surveyor High Court Pet Sept 3 Ord Nov 25  
 WELLS, PETER MICHAEL, Broad st, Golden sq, Corn

and Forage Dealer High Court Pet Nov 26  
**ORD NOV 26**  
**WILSON, HENRY**, Barnsley, Confectioner Barnsley  
 Pet Nov 25 Ord Nov 21  
**WOOTTON, JOHN EDWARD**, Nottingham, Tailor Not-  
 tingham Pet Nov 21 Ord Nov 25  
**YATES, SAMUEL**, Kelsale, Suffolk, Farmer Ipswich  
 Pet Nov 22 Ord Nov 23  
**YOUNG, ROBERT**, Felting, Durham, Railway Porter  
 Newcastle on Tyne Pet Nov 21 Ord Nov 26

London Gazette—TUESDAY, Dec. 3.

#### RECEIVING ORDERS.

**ALDERSON, WILLIAM**, Staindrop, Durham, Innkeeper  
 Stockton on Tees and Middlesbrough Pet Nov  
 28 Ord Nov 28  
**ANSTET, WILLIAM**, Noses Mayo, Revelstoke, Devon,  
 Baker East Stonehouse Pet Nov 28 Ord  
 Nov 28  
**BAKER, FREDERICK CHARLES**, Canterbury, Licensed  
 Victualler Canterbury Pet Nov 30 Ord Nov 30  
**BATEMAN, ANN**, Hartgate, Confectioner York Pet  
 Nov 28 Ord Nov 28  
**BEDFORD, THOMAS EDWARDS**, Workington, Cumber-  
 land, Plumber Workington Pet Nov 29 Ord  
 Nov 29  
**BEVAN, RICHARD LLEWELLYN**, Bridgend, Glam., Gro-  
 cer Cardiff Pet Nov 26 Ord Nov 26  
**COOPER, WILLIAM STANLEY**, Suddal, nr Halifax, But-  
 cher Halifax Pet Nov 29 Ord Nov 29  
**ELLIS, WILLIAM HENRY**, Faversham, Kent, Coach-  
 builder Canterbury Pet Nov 29 Ord Nov 29  
**FOX, WILLIAM**, Stoford, Somerset, Grocer Yeovil  
 Pet Nov 29 Ord Nov 29  
**FRANKLIN, H. G.**, New Close, Lincs, Painter Great  
 Grimsby Pet Nov 29 Ord Nov 29  
**GENTRY, CHARLES HERBERT**, Gipey hill, Norwood  
 High Court Pet Nov 15 Ord Nov 29  
**GEORGE, FREDERICK OSBOR**, Milford Haven, Fish  
 Merchant Pembroke Dock Pet Nov 29 Ord  
 Nov 29  
**GRIFFITH, WILLIAM**, Syresham, Northamptonshire,  
 Farmer Northampton Pet Nov 30 Ord Nov 30  
**HALL, GEORGE ALBERT**, Stump Cross, nr Halifax,  
 General Carrier Halifax Pet Nov 28 Ord  
 Nov 28  
**HAMMOND, WILLIAM**, Chigwell row, Essex, Miller  
 King's Lynn Pet Nov 29 Ord Nov 29  
**HARPER, WALTER JOHN TIPPET**, Devonport, Saddler  
 East Stonehouse Pet Nov 28 Ord Nov 28  
**HENLEY, CHARLES HENRY**, Manchester, Dealer in  
 Cigars Manchester Pet Nov 30 Ord Nov 30  
**HEATH, JOHN**, Batebury rd, Builder High Court  
 Pet Nov 1 Ord Nov 29  
**HODGE, WILLIAM HUDSON**, York, Joiner York Pet  
 Nov 28 Ord Nov 28  
**HODGES, HENRY**, Upton on Severn, Worcs, Innkeeper  
 Worcester Pet Nov 25 Ord Nov 25  
**HOWARTH, LOUISA**, Ashton under Lyne, Spinster  
 Ashton under Lyne Pet Nov 29 Ord Nov 29  
**HUGGOTT, WILLIAM GEORGE**, Church st, Lleson  
 grove, Stationer High Court Pet Nov 28 Ord  
 Nov 28  
**INERBOLLE, JOHN**, Edgware rd, Fancy Draper High  
 Court Pet Nov 28 Ord Nov 28  
**JOHNS, EDWIN MORGAN**, Swansea, Grocer Swansea  
 Pet Nov 25 Ord Nov 25  
**KENDALL, WILLIAM**, Tadcaster, Yorks, Builder  
 York Pet Nov 29 Ord Nov 29  
**KINZETT, EMMA ELIZABETH**, and **THOMAS HENRY**  
**BENNETT**, Fitchett's ct, Noble st, Manufacturers  
 High Court Pet Nov 26 Ord Nov 28  
**LUGG, WILLIAM SUTHERS**, Derby, Commission  
 Agent Derby Pet Nov 28 Ord Nov 28  
**MARKE, SYDNEY**, and **GEORGE ALEXANDER ELSBY**,  
 Exeter, Jewellers Exeter Pet Nov 21 Ord  
 Nov 29  
**MCCLOUGHLIN, JOHN JOSEPH**, Great Grimsby, Fish-  
 erman Great Grimsby Pet Nov 29 Ord Nov 29  
**MERTON, JOSEPH SIDNEY**, Seiborne chhrs, Chancery  
 lane, Solicitor High Court Pet Nov 30 Ord  
 Nov 30  
**MYRE, RALPH HORE**, Howitree, Devon, Builder  
 Exeter Pet Nov 28 Ord Nov 28  
**SAUNDERS, HENRY**, Botolph alley, Oyster Merchant  
 High Court Pet Nov 11 Ord Nov 29  
**SCALES, EDMUND SCOTT MARKE**, Norwich, late  
 Licensed Victualler Norwich Pet Nov 29 Ord  
 Nov 29  
**SHARP, ROBERT**, Cannon st, Iron Agent High Court  
 Pet Oct 23 Ord Nov 28  
**SHARP, WILLIAM**, Sedgwick, nr Kendal, Labourer  
 Kendal Pet Nov 21 Ord Nov 30  
**SMITH, ALEXANDER CLARK**, Spa rd, Bournemouth,  
 Leather Dresser High Court Pet Nov 28 Ord  
 Nov 29  
**SMITH, HARRY**, Bristol, Carpenter Bristol Pet Nov  
 29 Ord Nov 29  
**STEAD, THOMAS**, Leeds, Woollen Draper Leeds Pet  
 Nov 28 Ord Nov 28  
**VEALE, GEORGE**, Salting rd, Stoke Newington,  
 Builder High Court Pet Nov 19 Ord Nov 9  
**WADMAN, JOHN CHARLES**, Charlotte st, Euston rd,  
 Contractor High Court Pet Nov 29 Ord  
 Nov 29  
**WIGG, HENRY AUGUSTUS**, Royston, Cambridgeshire,  
 Publican Cambridge Pet Nov 28 Ord Nov 28  
**WILLINGTON, STEPHEN**, Finsbury circus, Commission  
 Agent High Court Pet Nov 28 Ord Nov 28  
**YOUNG, WILLIAM**, Finsbury sq, Architect High  
 Court Pet June 8 Ord Nov 28

The following amended notice is substituted for that  
 published in the London Gazette of Oct 28.

**ELCOCK, CHARLES WILLIAM**, Kingston, Surrey,  
 Tailor Kingston Pet Oct 21 Ord Oct 24

The following amended notice is substituted for that  
 published in the London Gazette of Nov 15.

**BARNES, WILLIAM FRANCIS**, and **HERBERT DAWSON**  
**BARNES**, High rd, Kilburn, Corn Dealers High  
 Court Pet Nov 13 Ord Nov 12

#### FIRST MEETINGS.

**ALDERSON, WILLIAM**, Staindrop, Durham, Inn-  
 keeper Dec 12 at 11 Off Rec, 8, Albert rd,  
 Middlesbrough  
**BALL, PETER**, Manchester, Journalist Dec 10 at 2.30  
 Off Rec, Ogden's chmbrs, Bridge st, Manchester  
**BARNES, WILLIAM FRANCIS**, and **HERBERT DAWSON**  
**BARNES**, High rd, Kilburn, Corn Dealers Dec  
 17 at 11 33, Carey st, Lincoln's inn fields  
**BATEMAN, ANN**, Hartgate Confectioner Dec 16 at  
 12 28, Stonegate, York  
**BESS, ROBERT**, Scarborough, Hay Merchant Dec 11  
 38 11 Off Rec, 74, Newborough st, Scarborough  
**BRAMALL, WILLIAM**, Silkstone Common, nr Barnsley,  
 Farmer Dec 12 at 10 Off Rec, 1, Hanson st,  
 Barnsley  
**BUTTERFIELD, SAMUEL**, Drighlington, Yorks, Inn-  
 keeper Dec 11 at 11 Off Rec, 31, Manor row,  
 Bradford  
**COOPER, WILLIAM STANLEY**, Suddal, Halifax, Butcher  
 Dec 11 at 11.30 Off Rec, Halifax  
**DUNBAR, JOHN**, Chorlton upon Medlock, Manches-  
 ter, Travelling Draper Dec 10 at 2.30 Off Rec,  
 Ogden's chmbrs, Bridge st, Manchester  
**FIELD, BENJAMIN**, Dewsbury, formerly Tobaccoconist  
 Dec 11 at 3 Off Rec, Bank chmbrs, Batley  
**FINCH, ROLAND**, Silvertown Chemical Works,  
 Victoria Docks, Chemical Manufacturer Dec 13  
 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's  
 inn fields  
**FUELLING, ELIZABETH**, London rd, Forest Hill,  
 Kent, Fruiterer Dec 11 at 12 119, Victoria st,  
 Westminster  
**GODDARD, THOMAS**, Eastbourne, Fishmonger Dec  
 10 at 2 Young's Son, Bank bldgs, Hastings  
**GOLDSON, HARRY**, Liverpool, Outfitter Dec 11 at 3  
 Off Rec, 25, Victoria st, Liverpool  
**GRAY, GEORGE**, Bury St Edmunds, Draper Dec 12  
 at 12 Guildhall, Bury St Edmunds  
**HALKETT, RALPH**, Bedford, Plumber Dec 11 at 11  
 8, St Paul's sq, Bedford  
**HALL, GEORGE ALBERT**, Stump Cross, Halifax,  
 General Carrier Dec 11 at 11 Off Rec, Halifax  
**HART, THOMAS CHARLES**, Bedford, Builder Dec 11 at  
 11.30 8, St Paul's sq, Bedford  
**HEND, WILLIAM FOT**, Kingston upon Hull, Milk-  
 seller Dec 10 at 11.30 Off Rec, Trinity House lane,  
 Hull  
**HODGE, WILLIAM HUDSON**, York, Joiner Dec 16 at 11  
 28, Stonegate, York  
**HOLEY, GEORGE**, Beverley, Yorks, Botanic Practi-  
 tioner Dec 10 at 2 Off Rec, Trinity house lane,  
 Hull  
**HORNBIDGE, THOMAS**, Ilkeston, Derbyshire, Draper  
 Dec 10 at 3 Off Rec, 38, St James's chmbrs, Derby  
**HORSPOOL, THOMAS NORTH**, Houghton on the Hill,  
 Leics, Labourer Dec 11 at 12.30 Off Rec, 34, Friar  
 lane, Leicester  
**JOHNS, EDWIN MORGAN**, Swansea, Grocer Dec 11 at  
 12 Off Rec, 97, Oxford st, Swansea  
**KENDALL, WILLIAM**, Tadcaster, Yorks, Builder Dec  
 16 at 1 28, Stonegate, York  
**LEVY, LEWIS**, King's rd, Chelsea, Fruiterer's Assis-  
 tant Dec 17 at 12 33, Carey st, Lincoln's inn  
**LEVY, MICHAEL CHARLES**, Rancroft rd, Mile End,  
 Commercial Traveller Dec 13 at 12 33, Carey st,  
 Lincoln's inn  
**LEWIS, JOHN WORKMAN**, Alcester, Warwickshire,  
 Grocer Dec 11 at 11 25, Colmore row, Birming-  
 ham  
**LOVERIDGE, JAMES CLIFFORD**, Strand, Restaurant  
 Keeper Dec 13 at 12.30 32, Carey st, Lincoln's  
 inn  
**LUGG, WILLIAM SUTHERS**, Derby, Commission Agent  
 Dec 11 at 1 Off Rec, St James's chmbrs, Derby  
**MARKE, SYDNEY**, and **GEORGE ALEXANDER ELSBY**,  
 Exeter, Jewellers Dec 14 at 11 Off Rec, 13, Bed-  
 ford circus, Exeter  
**MATTHEWS, WILLIAM**, Whitby, Yorks, Bookbinder  
 Dec 12 at 11 Off Rec, 8, Albert rd, Middles-  
 brough  
**MESSON, JOSEPH**, Oasett, Yorks, Rag Merchant Dec  
 11 at 11 Off Rec, Bank chmbrs, Batley  
**MITTON, WILLIAM**, Carnforth, Lancs, Formerly Inn-  
 keeper Dec 30 at 2 Off Rec, 14, Chapel st,  
 Preston  
**PETER, FELIX**, FELIX DOEBLING, and **MAX WAGNER**,  
 Aldersbrook, Merchants Dec 20 at 12 Bank-  
 ruptcy bldgs, Lincoln's inn  
**PIDGON, ALFRED**, Stoney hill, St Augustine's,  
 Bristol, Beer Retailer Dec 18 at 12 Off Rec,  
 Bank chmbrs, Bristol  
**PLATT, JOHN**, Colbridge, Staffs, Grocer Dec 13 at 10.30  
 Off Rec, Newcastle upon Lyne  
**PYRE, RALPH HORE**, Howitree, Devon, Builder Dec  
 12 at 11 Off Rec, 13, Bedford circus, Exeter  
**REDFATH, HENRY**, Hulme, Manchester, Tobaccoconist  
 Dec 10 at 3 Off Rec, Ogden's chmbrs, Bridge st,  
 Manchester  
**SHACKLETON, JOHN**, Nelson, Lancs, Powerloom  
 Tackler Dec 19 at 2 Exchange Hotel, Nicholas  
 st, Burnley  
**SIDEDOTHAM, WILLIAM**, Oldham, Late Beerseller  
 Dec 19 at 11 Off Rec, Priory chmbrs, Union st,  
 Oldham  
**SMITH, HARRY**, Bristol, Carpenter Dec 18 at 12.30  
 Off Rec, Bank chmbrs, Bristol  
**TRAVNRS, MORDAUNT THOMAS OTTO**, Plumstead,  
 Kent, Captain in the Royal Scots Fusiliers Dec  
 11 at 5 119, Victoria st, Westminster  
**TUCKER, ROBERT**, Wells, Somerset, Bootmaker Dec  
 18 at 1 Off Rec, Bank chmbrs, Bristol  
**TYRRELL, CHARLES**, Southampton, Drug Dealer Dec  
 12 at 11 Off Rec, 4, East st, Southampton

**WALMSLEY, FREDERICK WINFIELD**, Preston, Brewer  
 Dec 11 at 3 Off Rec, 14, Chapel st, Preston  
**WALMSLEY, JOHN**, Wallington, Yorks, Innkeeper  
 Dec 10 at 11 Off Rec, Trinity House lane, Hull  
**WALSH, HENRY WESTENRA**, Rolleston, Wils,  
 Clerk in Holy Orders Dec 10 at 2.45 Off Rec,  
 Salisbury  
**WARDEN, EDGAR**, Freston, Suffolk, Hurdle Maker  
 Dec 10 at 12 Off Rec, Ipswich  
**WARNE, FREDERICK**, Stockton on Tees, Pattern  
 Maker Dec 13 at 11 Off Rec, 8, Albert rd, Mid-  
 dlesbrough  
**WESTERMAN, THOMAS WATSON**, Batley, Yorks,  
 Waste Fuller Dec 11 at 4 Off Rec, Bank chmbrs,  
 Batley  
**WIGG, HENRY AUGUSTUS**, Royston, Cantab, Publican  
 Dec 13 at 2.30 Bull Hotel, Royston  
**WILSON, HENRY**, Barnsley, Confectioner Dec 13 at  
 10.30 Off Rec, 1, Hanson st, Barnsley  
**WOOTTON, JOHN EDWARD**, Nottingham, Tailor Dec  
 10 at 11 Off Rec, 1, High pavement, Nottingham

#### ADJUDICATIONS.

**ALDERSON, WILLIAM**, Staindrop, Durham, Innkeeper  
 Stockton on Tees and Middlesbrough Pet Nov  
 28 Ord Nov 28  
**ALEXANDER, WILLIAM**, Oakfield rd, Anerley, Plum-  
 ber High Court Pet Nov 30 Ord Nov 30  
**BAKER, FREDERICK CHARLES**, Canterbury, Licensed  
 Victualler Canterbury Pet Nov 30 Ord Nov 30  
**BATEMAN, ANN**, Hartgate, Confectioner York Pet  
 Nov 28 Ord Nov 28  
**BEDFORD, THOMAS EDWARDS**, Workington, Cumber-  
 land, Plumber Workington Pet Nov 29 Ord  
 Nov 29  
**BEVAN, RICHARD LLEWELLYN**, Bridgend, Glam., Gro-  
 cer Cardiff Pet Nov 26 Ord Nov 26  
**CAMPFIELD, CHARLES SAMUEL**, Houndsditch, Confec-  
 tioner High Court Pet Oct 23 Ord Nov 30  
**CHANDLER, KENRIM**, late of Lower Edmonton, Sur-  
 veyor High Court Pet Oct 18 Ord Nov 30  
**COOPER, WILLIAM STANLEY**, Suddal, nr Halifax,  
 Butcher Halifax Pet Nov 28 Ord Nov 29  
**DUNBAR, JOHN**, Chorlton upon Medlock, Manchester,  
 Travelling Draper Manchester Pet Nov 15 Ord  
 Nov 29  
**ELLIS, WILLIAM HENRY**, Faversham, Kent, Coach-  
 Builder Canterbury Pet Nov 29 Ord Nov 29  
**FIELD, BENJAMIN**, Dewsbury, formerly Tobaccoconist,  
 Dewsbury Pet Nov 25 Ord Nov 30  
**GOODMAN, GEORGE**, Birmingham, Coal Merchant  
 Birmingham Pet Nov 14 Ord Nov 23  
**GRIFFITH, WILLIAM**, Syresham, Northamptonshire,  
 Farmer Northampton Pet Nov 28 Ord Nov 30  
**HEALRY, CHARLES HENRY**, Manchester, Dealer in  
 Cigars Manchester Pet Nov 30 Ord Nov 30  
**HODGE, WILLIAM HUDSON**, York, Joiner York Pet  
 Nov 28 Ord Nov 28  
**HUNT, ARCHIBALD EDMUND**, Whitton, Market  
 Gardener Brentford Pet Oct 9 Ord Nov 28  
**INERBOLLE, JOHN**, Edgware rd, Fancy Draper High  
 Court Pet Nov 28 Ord Nov 28  
**JOHNS, EDWIN MORGAN**, Swansea, Grocer Swansea  
 Pet Nov 25 Ord Nov 25  
**KENDALL, WILLIAM**, Tadcaster, Yorks, Builder York  
 Pet Nov 29 Ord Nov 29  
**KINZETT, EMMA ELIZABETH**, and **THOMAS HENRY**  
**BENNETT**, Fitchett's ct, Noble st, Manufacturers  
 High Court Pet Nov 26 Ord Nov 28  
**LOVERIDGE, JAMES CLIFFORD**, Strand, late Restau-  
 rant Keeper High Court Pet Oct 9 Ord Nov 29  
**LUGG, WILLIAM SUTHERS**, Derby, Commission Agent  
 Derby Pet Nov 28 Ord Nov 28  
**MARKE, SYDNEY**, and **GEORGE ALEXANDER ELSBY**,  
 Exeter, Jewellers Exeter Pet Nov 21 Ord Nov 30  
**MC EWE, ALEXANDER**, Cannon st, Merchant High  
 Court Pet July 20 Ord Nov 28  
**MCCLOUGHLIN, JOHN JOSEPH**, Great Grimsby, Fish-  
 erman Great Grimsby Pet Nov 29 Ord Nov 29  
**PEDRAZZOLLI, LIBORIO**, Old st, St Luke's, Looking  
 Glass Maker High Court Pet Nov 22 Ord Nov 28  
**PIPER, EPHRAIM**, Rotherfield, Sussex, Wheelwright  
 Tunbridge Wells Pet Nov 30 Ord Nov 28  
**PYRE, RALPH HORE**, Howitree, Devon, Builder  
 Exeter Pet Nov 28 Ord Nov 28  
**SHACKLETON, JOHN**, Nelson, Lancs, Powerloom  
 Tackler Burnley Pet Nov 25 Ord Nov 28  
**SHARP, WILLIAM**, Sedgwick, nr Kendal, Labourer  
 Kendal Pet Nov 30 Ord Nov 30  
**SILEY, JAMES**, Westbury, Wilts, Ironmonger Bath  
 Pet Nov 6 Ord Nov 30  
**STEAD, THOMAS**, Leeds, Woollen Draper Leeds Pet  
 Nov 28 Ord Nov 28  
**STRAES, THOMAS WILLIAM**, Kingston upon Hull, Gas  
 Engineer Kingston upon Hull Pet Oct 18 Ord  
 Nov 30  
**STEVENS, GEORGE**, Warwick, Nurseryman Warwick  
 Pet Nov 25 Ord Nov 30  
**STEVENS, SAMUEL**, Hull, Grocer Gt Grimsby Pet  
 Nov 25 Ord Nov 29  
**WADMAN, JOHN CHARLES**, Charlotte st, Euston rd,  
 Contractor High Court Pet Nov 29 Ord Nov 30  
**WARD, JOHN**, and **SCOTT JAMES BENNETT**, Coleman st,  
 Tailors High Court Pet Nov 6 Ord Nov 30  
**WESTERMAN, THOMAS WATSON**, Batley, Yorks, Waste  
 Fuller Dewsbury Pet Nov 28 Ord Nov 30  
**WIGG, HENRY AUGUSTUS**, Royston, Cantab, Publican  
 Cambridge Pet Nov 28 Ord Nov 28  
**WILLINGTON, STEPHEN**, Finsbury circus, Commission  
 Agent High Court Pet Nov 28 Ord Nov 28  
**WILSON, DANIEL**, Liverpool, out of business Birken-  
 head Pet Oct 31 Ord Nov 28

#### ADJUDICATION ANNULLLED.

**MIDDLETON, WALTER WATKIN**, Manchester, Corn  
 Merchant Manager Manchester Adjud Aug  
 14 Annul Nov 27



## SALES OF ENSUING WEEK.

Dec. 11.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Properties and Law Life Shares (see advertisements, Nov. 30, p. 6, and this week p. 4).

Dec. 11.—Messrs. W. GREGAN & BOYD, at the Mart, E.C., at 2 o'clock, Leasehold Investments (see advertisement, this week, p. 4).

Dec. 12.—Messrs. HUSSEY & SON, at the Town Hall, Teignmouth, at 12 noon, Freehold Investments (see advertisement, Nov. 30, p. 6).

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